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will pay their amount upon the default of the debtors, and without obliging the assignee to discuss these debtors, such assignee has no action against the assignor before a demand for payment has been made upon the original debtors. (*Labelle vs. Walker et vir., C. of R.*)..... 117
 " :—A creditor cannot divide his claim so as to subject the debtor to several actions on one contract. (*Legaré vs. The Queen Ins. Co., S. O.*)..... 134
USUFRUCTUARY:—*Vide* BANK OF MONTREAL.
VENDOR:—*Vide* BAILLEUR DE FONDS.
WITNESS:—A professional adviser cannot refuse to answer as a witness, where he is a party to the transaction as well as adviser. (*Ethier vs. Homier, S. O.*)... 83
 " :—A motion for a rule against a, for contempt, must be notified to the party moved against, and the rule must be served personally, unless the party absconds in order to avoid such personal service. (*In re Downey, Doherty et al., and Lajoie, petr., S. O.*)..... 283