

5. An Ontario Insurance Company, though doing business in Montreal, is bound to give security for costs.—*The Niagara District Mutual Fire Insurance Company v. Macfarlane et al.*, S. C. p. 224.

See *Insolvent Act*.

*Damages*.—The Corporation of Montreal is liable for damages caused by the bad state of one of the public footpaths in the city.—*Grenier v. The Mayor et al. of Montreal*, Q. B., p. 296.

See *Priest*.

*Delegation*.—1. The one in whose favour a delegation is made in a deed of sale may sue for the money thus delegated to be paid to him, without alleging any acceptance of such delegation.—*Brisbois v. Campeau*, S. C. p. 16.

2. The registration of a deed containing a delegation of payment does not operate an acceptance of such delegation.—*Mallette et al. v. Hudon*, S. C. p. 199.

See *Unpaid Vendor*.

*Demand of Payment*.—The want of demand of payment cannot be urged successfully, in the absence of a deposit in Court of the debt due.—*Smallwood v. Allaire*, C. R. p. 106.

*Donation*.—An unregistered deed of donation of moveables cannot avail as a title to such moveables against creditors of the donor.—*Crossen v. O'Hara, & McGee*, opposant, S. C. p. 103.

See *Married Woman; Marriage Contract*.

*Draft*.—Where a Bank discounts the unaccepted draft of A on B, for the purpose of retiring B's acceptance on a former draft, on the faith of a telegram from B to A to draw on B for the purpose aforesaid, the Bank may recover the amount of such draft on B, although he subsequently refuse to accept the same.—*The Molsons Bank v. Seymour et al.*, S. C. p. 82.

*Election*.—1. Where the respondent, in answer to a petition contesting his election as member of the House of Commons, makes counter charges against the unsuccessful candidate, who is not a party to the cause, and in whose behalf the seat is not claimed, and prays that he be disqualified, such petition is an election petition, and must be accompanied by security and all other formalities prescribed by the Dominion Controverted Elections Act, 1874.—*Somerville et al. & Laflamme*, S. C. p. 240.

2. The section 100 of the Dominion Contro-

verted Elections Act of 1874 does not preclude the recovery of accounts for lawful expenses connected with an election, unless the expenses were incurred with a corrupt or illegal motive.—*Workman & The Montreal Herald Printing and Publishing Company*, Q. B. p. 268.

3. The costs of an election feast, after an election (in 1867) had been closed, are not recoverable.—*Guevremont & Tunstall et al.*, Q. B. p. 293.

*Encroachment*.—In an action for encroachment on a lot of land by building beyond the line of division between it and the adjoining lot, where the encroachment is clearly proved, judgment may be rendered accordingly without the necessity of a legal *bornage*.—*Levesque & McCready*, Q. B. p. 70.

*Enquête*.—An inscription for *enquête* must be filed at least eight days before the day fixed for the trial.—*Latour v. Gauthier*, S. C. p. 39.

*Evidence*.—The entries in a merchant's book make complete proof against him.—*Darling & Brown et al.*, S. C. p. 169.

See *Agent; Builder; Interest; Trouble*.

*Exception à la forme*.—1. The description of a plaintiff in a writ of summons, as carrying on the "trade and business of banking in the City of Montreal, in the district of Montreal and elsewhere," is a sufficient compliance with the requirements of Art. 49 C. P.—*Bureau & The Bank of British North America*, Q. B. p. 261.

2. An appearance and plea by a person who was not served in the cause, though the writ purported to be addressed to him, will be rejected with costs where the evidence showed that he was aware of the error in the writ. In such a case if the party fears that judgment may be erroneously rendered against him, his proper course is to come in by intervention.—*The Exchange Bank of Canada v. Napper et al.*, S. C. p. 278.

*Exception Déclinatoire*.—See *Cause of Action; Jurisdiction*.

*Executive Council*.—The members of the Executive Council who concur in an order of Council sanctioning the sale by the Crown of certain real property, and the execution of a deed of sale in accordance with such order, cannot be sued *en garantie* by the purchaser, to guarantee and indemnify him against an action brought by the Attorney-General for