

forbids the diminution, meaning only securities specially given under contract.

The maturity of a note during the pendency of an action prematurely brought upon it, is no answer to the exception of the defendant that such note was not payable at the moment of the institution of the action.—*Wark v. Perron*, S. C., Quebec, Routhier, Caron, Andrews, JJ., Feb. 28, 1893-

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*Lessor and lessee—Damage by fire to premises leased—Dissolution of lease—Arts. 1634, 1660, C. C.*

Premises leased for manufacturing purposes were partially injured by a fire. The lessee visited the premises daily during two or three weeks while repairs were in progress, and the repairs were fully completed about a month after the fire. The lessee did not protest for rescission of the lease until fourteen days after the fire. *Held*, under these circumstances, that the lessee was not entitled to obtain the dissolution of the lease, especially as the legal presumption was that the fire was due to the carelessness of his watchman.—*Pinsonneault v. Hood et al.*, S. C., Montreal, Davidson, J., December 9, 1892.

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*Procedure—Incidental demand—Action pro socio—Arts. 18, 149, C. C. P.*

*Held*:—In an action *pro socio* to account, an incidental demand by which the plaintiff claims damages for unfounded legal proceedings which, previous to the present suit, had been instituted by his partner to obtain the liquidation of the partnership business, will be dismissed on demurrer, such demand not being founded on a right accrued since the service of the principal suit nor connected with the right claimed by such suit, and not coming within the terms of Arts. 18, 149, C. C. P.—*Gerhardt v. Davis et al.*, S. C., Montreal, Tait, J., April 2, 1892. (1)

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*Suretyship—Appeal bond—Novation—Chose jugée—Debt of succession.*

*Held*:—1. Where one of the sureties on an appeal bond became insolvent, and respondent's attorneys accepted \$200 "pour valoir comme cautionnement en appel, et en tenir lieu à raison de l'insolvabilité d'une des cautions," that this did not operate a novation of the suretyship, but the same remained binding and effective.

(1) This decision has been since reversed in appeal.