

INDEX TO PRINCIPAL MATTERS.

	PAGE
" :—An informal translation of the <i>acte de renouvel</i> or warrant of arrest will not supply the place of the original. (Du).....	280
" :—The evidence of criminality to support the demand for extradition must be sufficient to commit for trial, according to the laws of the place where the fugitive is arrested and not according to the laws of the place where the offence is alleged to have been committed. (Do.).....	280
" :—The making of false entries in the books of a bank does not constitute the crime of forgery, according to the laws of England or of Canada. (Do.).....	280
FALSE-PRETENCE :—Proof that a promissory note was obtained on the false promise to pay the party granting it a certain portion of the proceeds cannot support a conviction for obtaining a valuable security with intent to defraud. (<i>Regina vs. Pickup</i> , Q. B.).....	310
FOLLE ENCHERE :—A rule for, need not be served personally on the <i>adjudicataire</i> , and the motion for the rule needs no previous notice. (<i>Lafond vs. Guibord</i> , and <i>Malé</i> , opposant, and <i>Guibord</i> , <i>adjudicataire</i> , S. C.).....	139
GARDIEN :—When a, has received notice of motion for a rule nisi for <i>contrainte par corps</i> , for failing to represent property seized, he may proceed to proof before the issue of the rule, to establish that the property has been duly represented. (<i>Janes vs. Martin</i> , S. C.).....	331
GOthic :— <i>Vide</i> WORK AND LABOUR.	
HUSBAND AND WIFE :— <i>Vide</i> EVIDENCE.	
IMMOVEABLE :— <i>Vide</i> RAILWAY.	
IMPUTATION OF PAYMENT :— <i>Vide</i> EVIDENCE.	
INSCRIPTION EN FAUX :— <i>Vide</i> EXPROPRIATION.	
INSOLVENT ACT OF 1864 :— <i>Vide</i> ASSIGNEE.	
" " " :— " EVIDENCE.	
" " " :—The Court has no discretion to exercise, in the case of failure to appear and petition against an attachment within five days from the return of the writ of attachment, and a defendant will not be admitted to present such petition after the five days, even on cause shown. (<i>May vs. Larue et al.</i> , S. C.).....	113
INSURANCE :—Insurers against loss or damage by fire are liable for the value of goods stolen at a fire. (<i>McGibbon vs. The Queen Insurance Company</i> , S. C.).....	227
" :—When a policy of, contains the condition that if there appears any fraud, or false statement, the insured shall be excluded from all benefit under the policy, and the insured fraudulently exaggerates his claim for loss, he will be held to have forfeited all claim under the policy. (<i>Seghetti vs. The Queen Insurance Co.</i> , S. C.).....	243
" :—In the absence of satisfactory evidence that certain goods, the value whereof is claimed under a fire policy, were actually destroyed or damaged by fire, or stolen, the claim therefor cannot be recovered. (<i>Harris vs. The London and Lancashire Fire Insurance Company</i> , S. C.).....	269
INTEREST :—Money voluntarily paid, in excess of six per cent. interest, during the time that the statute 16th Vic., ch. 80, was in force, cannot be recovered back, in an action <i>condictio indebiti</i> . (<i>Massue, appellant</i> , and <i>Danereau, filia, et al.</i> , respondents, Q. B.).....	179
JUDGMENT :— <i>Vide</i> PRACTICE.	
JURY <i>de medietate lingue</i> :—An alien, indicted for a felony, is entitled to demand a, and in such case the Court will order the issue of a writ of <i>fiat facias ad triandum</i> , to summon thirty-six jurors speaking the language of the prisoner. (<i>Regina vs. Vonhoff</i> , Q. B.).....	292