

**SALE**—Where goods are sold and purchaser refuses to pay on ground that the goods were not as represented, and on reference to arbitrators, they award that purchaser is only entitled to a small deduction for broken bottles, the Court will condemn purchaser to pay costs, notwithstanding that the arbitrators awarded (without authority, however, to pronounce as to costs) that each party should pay his own costs. (*Urquhart vs. Moore, S. C.*)..... 71

—Proof of a new sale by witnesses is inadmissible, without a writing or without previous delivery. (*Beard vs. McLaren, S. C.*)..... 76

—A sale of goods cannot be rescinded, on the ground of fraud in the mode of payment, after the lapse of such time as will prevent the wrong doer being in the position he would otherwise have been in *quoad* the goods had the demand for rescision been made promptly. (*Lewis et al. vs. Jeffrey et al., S. C.*)..... 132

—A vendor of immovables (before the passing of the Code) who has assigned portions of the purchase money, can, nevertheless, bring a resolatory action by reason of the default of the vendee to pay any portion of the purchase money, and the intervention in such action by the assignee, containing a declaration of acquiescence in such action, places the plaintiff's right beyond question. (*Watson, appellant, and Perkins, respondent, Q. B.*)..... 261

**SEIGNIORIAL TENDERS**—Where a purchaser of land in a seigniorial assumed in his deed of acquisition to pay a certain *rente* to the seignior to the relief of the vendor, and the Government subsequently paid the capital of the *rente* and thereby extinguished it, the vendor has no claim against the purchaser to compel payment to him of the proportion of the price of the land represented by such *rente*. (*Rochon vs. Mongsais, S. C.*)..... 218

**SCHOOL TRUSTEES**—The corporate name of those of the dissentient minority is, by implication, the same as that of the Trustees proper. (*Cushing vs. The School Trustees of the Municipality of Acton Vale, S. C.*)..... 21

—There cannot be more than one dissentient school in each municipality. (*Do.*)..... 21

**SHERIFF**—*Vide* Insolvent Act of 1869.

**STAMPS**—An application to affix, will not be granted, where there is nothing to show that the holder was ignorant that the duty had not been paid, and made the application as soon as he became aware of the fact. (*Aurele vs. Durocher, C. of R.*)..... 197

—An application to affix, will not be granted, unless supported by an affidavit showing that the affixing of stamps had been omitted through inadvertence or mistake, and that the application was made so soon as the discovery of the omission took place. (*Scheffer vs. Fautoux, S. C.*)..... 216

**SUBSTITUTION**—An authorization to the curator to sell real property affected by the substitution, unaccompanied by a similar authorization to a tutor *ad hoc* to such of the substitutes as are living but incapable of acting, is insufficient. (*Benoit et al. vs. Benoit et al., S. C.*)..... 266

**TIERCE SAISI**—A, has no right to appear by attorney, in answer to the writ served on him, and an appearance filed under such circumstances will be rejected on motion. (*Forbes et al. vs. Lewis, S. C.*)..... 74

**THIRD LIMITS**—The sale of Government, is a sale of an immovable. (*Watson, appellant, and Perkins, respdt., Q. B.*)..... 261

**TRANSFER**—An assignee, under a duly executed transfer of a debt, can sue for and recover the debt in his own name, although he may be in reality only the agent of the assignor. (*Nault vs. Charby et al., C. of R.*)..... 19

—The want of signification of a, cannot be invoked against a plaintiff in a hypothecary action, in which the only plea is that the defendant is only an occupant and not a proprietor. (*Gibeau vs. Dupuis, S. C.*)..... 101

—If an assignment of debts be made upon the condition that the assignor