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proved to be a forgery, even al-	SALE.—The Court will not adjudicate
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faith, cannot recover the amount	sale, where persons interested in
of the note from any of the pre-	the deed have not been made par-
vious endorsers. Larue and Evan-	ties to the suit. Lemoine v. Li-
turel 112	onais
PROMISSORY NOTE. See EVIDENCE.	SALE.—Where goods such as iron, are
RAILWAY COMPANY, held not liable for	sold as merchantable and in good
animals killed on the track, the	order, the purchaser may claim a
accident having occurred in winter	deduction for the demand and
while the fences of the owner were	deduction for the damaged condi-
down. Montreal and Champlain	tion of the goods, though he made
Railroad Company and Perras 17	an examination before receiving
REBELLION A JUSTICE.—Held, that a re-	them, to test the quality. Benson
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turn made by the Sheriff of rebel-	SEPARATION DE BIENS.—Held, that an
lion à justice is sufficient evidence	action en séparation de biens may
to justify the Court in making a	be instituted in the district where-
rule against the defendant, for	in the defendant is summoned by
contrainte par corps, absolute,	personal service, according to C.
where the defendant does not ap-	S. L. C., cap. 82, sec. 26. Harnois
pear. C. S. L. C. cap. 83, sec. 143	and St. Jean.
-145. Crebassa and Massue 22	DERVICE-Notice taken by Court of An-
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REVENDICATION.—A person cannot reven-	SERVICE.—Under C. S. L. C. cap. 83, sec.
dicate property as the owner there-	57, in cases of saisie gagerie, &c., it is
of, and at the same time bring an	sufficient service of the declaration
action for the price for which he	to leave a copy at the prothono-
sold the said property. Gibson	tary's office, and it is not neces-
and Moffatt67	sary that the ordinary delays for
REVENDICATION by proprietor of piano	service should be allowed between
sold at a judicial sale of the ef-	such convice of declaration and
fects of the lessee. Nordheimer	such service of declaration and
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no power under the statute to re-	is slanderous, and gives ground
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contestation upon a saisie-arrêt,	WARRANT OF COMMITMENT.—A formal
look into accounts between the	warrant of commitment may be
garnishee and a party not in the	substituted for an informal one,
record, in order to determine	and the substitution need not be
what may be due from the gar-	mentioned in words in such sub-
nishee to the defendant. Ireland	stituted warrant. Regina v. Mur-
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SALE.—A person sold certain timber to	WARRANT OF COMMITMENT.—See EXTRA-
two different portion who had had	DITION.
two different parties who both had possession. Held, that the title	WITNESS.—The statute prohibiting hus-
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of the first purchaser prevailed	ined for or against each other in
over that of the second. Russell	civil cases suffers no exception
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Over the proceeds under a gainia.	v. Duchesnay
arret in his hands. McDonald	entitled to be taxed as a mission
and Nivin 151	entitled to be taxed as a witness;
	and if he is a professional man,