

PROCEDURE—*Continued.*

declaration by describing the wife as common as to property. (3.) Where the husband has been summoned merely for the purpose of authorizing his wife (defendant), the plaintiff will not be allowed, on a motion to amend the original writ and declaration, to make the husband a party to the action personally, without summoning him in his personal capacity. *O'Connor & Inglis*, 218.

— *Pleading—Demurrer—Sufficiency of allegations—Compound interest.*

Where the plaintiff claimed a certain capital sum, and also computed compound interest as well as interest thereon, and alleged as to the total amount, "which said last mentioned sum the said defendant hath often admitted to owe and promised to pay" to the said plaintiff, but has always neglected to do so,—*held*, that the allegations of the declaration justified a conclusion for the whole amount, and that it was not necessary to allege specially that the defendant had promised to pay compound interest. *McVey & McVey*, 305.

— *Pleading—Vagueness and insufficiency of allegations of demand—Exception to the form.*

Where the right of action is not denied by the defendant, but he complains of the vagueness and insufficiency of the allegations of the declaration, it is matter for an exception to the form, and not for a demurrer, or for a motion for particulars. *McGreedy & Beauvois*, 89.

— See APPEAL.

PROHIBITION, WRIT OF.

See CONSTITUTIONAL LAW, 263.

PROMISSORY NOTES.

*Transfer without endorsement—Warranty—Laches.* (1.) Where a note of a third party is transferred for valuable security, being given in payment of goods purchased, and the note is not endorsed by the transferor, a warranty is implied that the maker is not insolvent to the knowledge of the transferor. (2.) If it be proved that the maker of the note was insolvent to the knowledge of the transferor, the party who received it is entitled to offer it back and claim the amount from the transferor, without asking for the rescission of the contract *in toto*. (3.) Art. 1580, C. C., does not apply to such a case, and there being no time fixed by law for offering back such note, it is in the discretion of the Court to determine whether there was laches, and whether the transferor was prejudiced by the delay. *Lewis & Jeffery*, 141.

QUALITY TO SUE.

C. C. P. 14, 19—*Receiver to foreign corporation in liquidation.*

Where an action was brought in the province of Quebec, by the plaintiff as receiver to a corporation in liquidation domiciled in