

furniture. On the other part, the Plaintiff contended, that it was incumbent on the Defendant, in order to invoke the exception to the general principle, granting the *droit de suite*, to show that the premises were furnished sufficiently, the Plaintiff being legally unable to enter the Lessee's house to ascertain the amount or value of the goods and furniture therein, otherwise it would be obliging the Plaintiff to prove a denegation, *prouver la négative*; and that the allegation required by the Defendant was contained in the words used in the declaration and above cited. And as to the right of seizing before the rent is due, it would be depriving the Lessor of the recourse intended by the law, which is to be taken in a short delay after the removal of the furniture. On the 28th July, 1845, the Court rendered the following Judgment :

The Court, having heard the parties by their Counsel, as well upon the law-issue raised in this cause, as upon the merits of the case, having examined the proceedings, seen the admissions given by the said Defendant, and upon the whole duly deliberated, considering that there is no proof before the Court, or of record, that the house and premises mentioned and described in the Plaintiff's declaration were not at the time of issuing the *saisie gagerie* garnished for security of the rent to become due for the said premises under the lease thereof from the Plaintiff to the Defendant, passed, &c., doth declare the *saisie gagerie* made in this cause null and void, with costs against the Plaintiff.