Blais v. *Barbeau*.—Held: That a *commandement de payer* and notice that application for a *contrainte par corps* will be made in default of payment after the delay fixed by law, must be made and given, before a *contrainte par corps* for non-payment of amount of judgment can be granted. Taschereau, J.

Tessier v. *The Grand Trunk*.—Held: That the delivery to a policeman in the employ of the Co., at one of its stations, of baggage, several hours before the train started, and in the absence of the baggage man, is sufficient to bind the Co, when it is not shown that plaintiff had knowledge of the by-law of Co., that it would only be responsible for baggage when checked. Taschereau, J.

SUPERIOR COURT.

Quebec, 18th February, 1871.

St. Bridget's Asylum v. *Fernay*.—In a petition for sequestration, the grounds on which such demand is based must be stated, and it is not sufficient to allege that it is in the interest of the petitioner that the properties be sequestrated. Meredith, C. J.

Lemay v. *Lemay*.—In a petition to quash a capias or attachment before judgment, grounds of *exception à la forme*, v. g. irregularity of writ and endorsement, want of copy, &c., cannot be set up, and will be overruled on demurrer. Meredith, C. J.

R v. *Hamelin* (certiorari).—Conviction quashed, the mayor of a municipality having prosecuted in the name of such municipality, thus, "G. C. de la Ville de Lévis, maire de la dite Ville, au nom de la Corporation de la Ville de Lévis," and the offences stated in information and conviction being different. Meredith, C. J.

Farrell v. *Cassin*.—A defendant cannot under art. 1535, claim security equal to the value of the property, but where he has paid part of the principal of price of sale, he will be allowed to retain balance and such interest thereon as shall equal part already paid, unless plaintiff gives security for the entire price of sale, but without interest thereon. Meredith, C. J.

Winn v. *Pélissier*.—A shipmaster is only bound as to storage to follow rules and custom of port where he takes his cargo, unless there be an agreement to the contrary. Meredith, C. J.

14th February, 1871.

B. C. A. Gugy v. *Wm. Brown*.—That the clause of the Interpretation Act requiring that whenever an article of the Code is to be repealed, the precise article referred to should and must be mentioned, is inoperative in the face of a statute substituting other provisions to those of the Code, though not specially referring thereto. Taschereau, J.