

If there be no delivery upon a sale of moveables and they are seized in the possession of the defendant, fraud will be presumed and the seizure be maintained. *Miville vs. Fay*, 1813, no. 496.

Garantie.

One who intervenes in a contract of sale and thereby binds himself with the vendor *solidairement* to warrant and defend the purchaser, is a garant formel and may be compelled to take the *fait et cause* of the purchaser. *Peltier vs. Puize et al.*, 1818, no. 885.

In the case of a *simple garantie de fait*, the *cedant* of an obligation warrants: 1st. That the debt which he assigns is his own property; and 2dly, That the debtor at the time of the assignment is solvent or (if the debt is *payable à terme*) that the debtor will be solvent when the debt will become due. *Bellanger vs. Binet*, 1820, no. 547.

An executor, if he sells an estate of the testator, may warrant the title in his own name. *Baley vs. Measam*, and *Measam vs. Gauvreau*, 1821, no. 857.

Habeas Corpus.

The court on *habeas corpus* will not, without proof, take notice that the prisoner is a member of the assembly and as such entitled to privilege from arrest. *Ex parte Bedard*, 1810, no. 87.

A defendant in a civil suit detained in custody for want of bail cannot be discharged on *habeas corpus*. *Ex parte*, *Whitfield*, 1813, no. 296.

A prisoner committed to the common gaol by the assembly during pleasure is entitled to his discharge, as soon as the parliament is prorogued and on *habeas corpus* may obtain it. *Ex parte Monk*, 1817, no. 0.

Inferior Courts.

Commissioners for the recovery of small debts cannot take cognizance of an action of damages *ex delicto*. *Legendre vs. Lemay*, 1820, no. 117.