

In an action in which the law directs the *tenans et aboutisans* to be set out in the declaration, it is not sufficient, that the land is so described that the defendant must necessarily know it. The description must be such as will enable the court to award judgment as to what is asked. *O'Connor vs. Couture*, 1821, no. 1282.

In a declaration for the price of a sale of real property, it is not necessary to aver the delivery (*la tradition*) of the property sold. If it has not been delivered the defendant is to plead that fact, and to that the plaintiff may reply by a denial or by an offer to deliver. *Larivé vs. Bruneau*, 1817, no. 48.

In an action for a malicious arrest of property "*meditatione fugæ*," it is not necessary to state in the declaration that the action on which the arrest was made is determined. *Whitfield vs. Hamilton*, 1811, no. 55.

A plaintiff cannot amend his declaration to such an extent as to substitute one action for another. *Casgrain vs. Fay*, 1817, no. 981.

The conclusions on a new declaration, filed in an action evoked, must be such as the action instituted in the inferior term will warrant. *Patris vs. Belanger*, 1809, no. 275.

What is omitted in the conclusions of the declaration cannot be supplied by the court. *Perrault vs. Vallières*, 1820, no. 11.

### ***Exceptions generally.***

A purely negative plea cannot be pleaded by a way of exception. *Atkinson vs. Forbes*, 1810, no. 31.

An exception to matter pleaded by exception may be filed, even under the ordonnance 25 Geo. III, c. 2, §c. 13. *Paquet vs. Gaspard*, 1817, no. 107.