

their bond to the Sheriff.—*Lajoie & Mullin et al.*, Q. B., p. 59.

4. An affidavit for *capias* is defective which deposes that the departure of the defendant "may" deprive the plaintiff of his recourse, in place of using the words of the Code of C. P. "will deprive."—*Stevenson v. Robertson*, S. C., p. 102.

5. An affidavit for *capias* which deposes in the alternative, that "the defendant has secreted or made away with or is about immediately to secrete or make away with his property, &c." is defective.—*McMaster v. Robertson*, S. C., p. 161.

6. An affidavit for *capias* is defective, which used the words, "peut être privé de son recours," in place of the words "privera, &c," and which omitted to depose as to the intent to defraud.—*Ford v. Léger*, S. C., p. 191.

7. The allegation in an affidavit for *capias* that deponent believes and is informed that the defendant is about to secrete "*ses biens meubles et effets mobiliers*," is defective, and the affidavit is also bad on account of the failure to state therein the special grounds and reasons of such belief.—*Augé v. Mayrand*, C. R., p. 216.

8. The pretensions of a defendant, who, after being arrested under a writ of *capias*, leaves the country and refuses to appear for examination, will not be favourably regarded by the Court.—*The Molsons Bank v. Campbell*, S. C. p. 280.

9. A writ of *capias* on the ground of sequestration of property, may issue against a debtor resident in Ontario, for secreting property in Ontario, if the debtor be found in this Province.—*Gault et al. v. Robertson, & Robertson*, petr., C. B., p. 281.

10. A defendant arrested under a writ of *capias* must raise all his objections, *in limine litis*, against the sufficiency of the affidavit, and not merely in appeal.—*Heyneman & Smith*, Q. B., p. 298.

*Carrier*.—The notice on a passenger's ticket, that the carrier will not be responsible for the safe-keeping of the passenger's baggage, is not binding on the passenger, without proof of notice to him of this limitation of liability.—*Woodward v. Allan et al.*, S. C., p. 17.

*Cause of Action*.—1. In an action by a creditor of a Railway Company against a shareholder in such Company, to recover the amount unpaid on his shares, the cause of action arose at

Montreal, where the Company had its principal office, and where judgment was rendered for the debt due by the Company and execution was also issued, and not at Bedford, where the shareholder subscribed for his shares.—*Welch v. Baker*, S. C., p. 97.

2. The cause of action is determined by the place where the note sued on is made, and not by the place where it is made payable.—*Mulholland et al.*, v. *The Company, &c.*, of *A. Chagnon et al.*, S. C. p. 114.

*Certiorari*.—See *Licence Act; Jurisdiction*.

*Circuit Court*.—See *Jurisdiction*.

*Collocation, Report of*.—See *Practice*.

*Commercial Debt*.—See *Prescription*.

*Contrainte par Corps*.—Where a rule for *contrainte par corps* has been made absolute, it is not competent to the party condemned, by a subsequent petition, to allege payment and non-indebtedness previous to the judgment on the rule.—*Genereux v. Howley et al., & Jones*, petr., S. C. p. 162.

*Composition*.—See *Promissory Note*.

*Congé Défaut*.—1. The *congé défaut*, on a rule, will be granted without costs.—*Larin v. Deslorges, & Séfé, mis en cause*, S. C. p. 206.

2. When *congé défaut* is asked by a defendant, under art. 82 C. C. P., notice of the application to plaintiff is unnecessary.—*Chalut v. Valade et al.*, S. C. p. 218.

*Costs*.—See *Congé Défaut; Practice*.

*Costs, Security for*.—1. When claimed by dilatory exception and security given, the costs on the exception will be reserved to abide the issue of the suit.—*Akin v. Hood*, S. C. p. 47.

2. Where an opposant is a non-resident, though his domicile has been in this Province, he will be required to give security for costs.—*Gravel v. Mallette, & Mallette*, opposant, S. C. p. 162.

3. The Court in Montreal has no jurisdiction to order that the security for costs offered by the plaintiff, who appealed from a judgment of the Court for the district of Montreal, should be taken before the Prothonotary or a Judge in the district of Rimouski.—*Fournier v. Desjais*, S. C. p. 163.

4. A demand for security for costs from an insolvent will not be granted unless the insolvent is such under the Insolvent Act.—*The Niagara District Mutual Fire Insurance Company v. Mullin*, S. C. p. 221.