

Several counts in a declaration for £100, each founded on premises which are within the scope of one and the same action with conclusions for £100 only, is a good and efficient pleading. *Casey vs. Brown*, 1817, no. 157.

Interest and costs must be asked in the conclusions of the declaration or the court cannot give judgment for them or either of them. *Stilson vs. Anderson*, 1811, no. 189.

If a declaration does not conclude against two or more defendants for judgment *solidairement*, it cannot be so awarded. *Tram vs. Godin et al.* 1812, no. 585.

A married woman, if a plaintiff, must set forth in her declaration, that she is authorised to sue alone and must state particularly the means by which her incapacity to sue alone, has been removed. *Perrault vs. Cuvillier et al.*, 1817, no. 429.

When the right of action arises out of a special contract, it must be set forth in the declaration, especially if such contract has been reduced to writing. *Simard vs. Mathurin*, 1812, no. 424.

In an action of *complainte* possession for a year and a day antecedent to the day on which the trespass was committed, "must be laid in the declaration." *Jourdain vs. Vigoureux*, 1809, no. 92.

In an action *d'injure*, the time and place, when and where words were spoken must be stated, otherwise, on *exception à la forme*, the action will be dismissed. *Goudie vs. Legendre*, 1820, no. 289.

In an action by an heir for a debt due to his ancestor, the death of the latter must be alleged in the declaration, and if it be not, the action upon an *exception à la forme* will be dismissed. *Ross vs. Wyse*, 1820, no. 156.