

Sureties are not exonerated from their contract by the neglect of the creditor to prosecute the principal debtor. Berthelot vs. Aylwin, 1819, no. 1175.

A notary cannot charge a percentage upon sales of property without a special contract. Bélanger vs. Dénéchaud, 1820, no. 267.

A *simple garantie de fait* in a transport is a warranty of the debtor's solvency at the time of the assignment. Belanger vs. Binet, 1820, no. 547.

A donation in a contract of marriage is not a transfer on which *lods et ventes* are due. Baby vs. Letellier, 1821, no. 285.

The forfeiture of a *bail emphytéotique*, for non-payment of the rent, will not be decreed, if it be proved that before the action was instituted the rent due was tendered and refused. Burns vs. Richards, 1821, no. 717.

A tenant may sublease, if there be no agreement between him and his landlord to the contrary. Cérat vs. Stephens, 1816, no. 278.

No action of damages can be maintained against a tutor for a breach of his contract by which he engaged to marry his *pupil* to the plaintiff. Chabot vs. Morriset, 1812, no. 1.

The contract of a minor is not *nul de plein droit*. Casgrain vs. Chapais, 1820, no. 1147.

The *retrait conventionnel* is not exercised *de droit*. It must be stipulated in the original concession of the estate on which it is claimed. Desprès vs. Fortin, 1811, no. 259.

The Act of July 1711, respecting contracts of concession is a penal statute. Dubois vs. Caldwell, 1820, no. 92.

One who contracts with commissioners for public works can recover from them such monies as they may have received from government to pay him. Larue vs. Crawford et al., 1819, no. 547.