

- The *retrait conventionnel* is founded on contract. It must be stipulated in the original concession and not in the *Titre nouvel*. Desprès vs. Fortin, 1811, no. 259.
- An action against a tutor for the non performance of a contract by which he undertook to marry his ward to the plaintiff cannot be maintained. Chabot vs. Morisset, 1812.
- Service at an elected domicile is good, if by the contract which constitutes the ground of action, it is stipulated that such service shall be sufficient. Baldwin vs. Fitzgibbon, 1812 no. 168.
- An auctioneer who sells, without naming his principal, is liable in damages for the non-execution of his contract. Hart vs. Burns, 1812, no. 447.
- Non-performance of an express stipulation in a contract to pay rent is a valid cause for rescission. General Hospital vs. Dunière, 1813 no. 219.
- A marriage contract may, in Canada, be valid under certain circumstances, although it is not regularly executed as a Notarial act, and in fact is no more than an *acte sous seing privé* signed by the contracting parties in the presence of a notary and left in his custody and keeping. Hausseman vs. Perrault, 1814, no. 345.
- A naked promise to sell without a price being named, and without any promise on the part of the vendee to buy, to pay for or to accept the land, is a *nudum pactum*. Belair vs. Péliesson, 1816, no. 83.
- The Law of the country in which a contract is made, and its usages in trade must govern in mercantile actions, *locus regit actum*. Allen vs. Scaife and al., 1816, no. 558.
- An English commission of bankruptcy operates in Canada as a voluntary assignment by the bankrupt to his creditors. Bruce vs. Anderson, 1818, no. 498.
- Upon a contract concluded by an agent or attorney acting for his principal, the action of the principal must be brought in his own name. Allsopp vs. Huot, 1817, no. 281.