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ANALYTICAL INDEX

To cases determined in the court of King's Bench for the district of Quebec, from 1808 to 1822.

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In an action against two on a contract alledged to be *joint and not several*, if it appears that on the contrary it is *several and not joint*, and the declaration contains no other counts, no judgment can be given against either of the defendants. Ray vs. Blagdon & Boucher, 1817, no. 49.

If the legal interest of several persons, who are parties to a contract, be joint; they must all join in an action which in form is *ex contractu*. McLeish vs. Lees, 1811, no. 371.

A general undertaking to lodge and feed a *donateur* is accomplished, if the *donataire* provides a lodging for the *donateur* in his own dwelling and feeds him sufficiently at his own table. Dagnon vs. Trambly, 1818, no. 244.

If in an action on a *quantum meruit* for work and labor, with the common count only in the declaration, it appears that the work was performed under a written contract, the action will be dismissed. Huot vs. Crémazie, 1819, no. 986.