

Hiring river craft is a fact of commercial nature within the meaning of the ordinance 25 Geo. III, cap. 2. Bréhaut and al. vs. Méran, 1811, no. 387.

In a charter-party "*les avaries de la mer et de la saison*," were excepted from a general covenant of responsibility for the chartered vessel, and the charterer was held not to be answerable for her loss by ice. Fougère vs. Boucher, 1821, no. 235.

A minor, if he be a merchant, may not only contract in the way of his trade, but may sue alone upon his contract and without his tutor. Black vs. Esson, 1820, no. 6.

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### *Communauté de Biens.*

A *communauté de biens* is by law presumed, until the contrary is shown, if the parties were married in Canada. Roy vs. Yon, 1812, no. 196.

The *communauté* enjoys the benefit of the issues and profits of the *propres* on either side, and consequently is bound to pay and discharge the *rentes* with which they are burthened during its continuance. Girard vs. Lemieux, tutor, 1810, no. 309.

If the legal interest of a deceased husband in a note is vested in his executor, his widow though *commune en biens* cannot sue alone for the amount of it. Coupeau vs. Chamberlan, 1818, no. 440.

A widow *commune en biens* and executrix of her husband's will, can support an action for a *dette mobilière* due to the communauté. Drouin vs. Beaubien, 1820, no. 183.

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### *Contracts and agreements.*

A tenant contracts that he will not sublease; if therefore he does sublease, it is a good cause for *resiliation*. Gagnon vs. Paradis, 1810, no. 231.

To a written contract to pay money, *non numeratæ pecuniæ* may be pleaded under some circumstances. Fortier vs. Beaubien, 1809, no. 221.