

By the general principle of the contract *de Louage mercium vendarum*, the Captain or owner of river craft lost by accident is bound to pay the pilots wages to the day of the loss. *Délorier vs. Chaffry*, 1821, no. 59.

If a purchaser receives goods which are not in conformity to his order; by directing them to be sold for the benefit of the shippers, he makes them his own and renders himself liable for their intrinsic value. *Anderson vs. Ross*, 1820, no. 1153.

The long prescription of thirty years to a debt by obligation must be calculated from the date of the instrument, if it be payable on demand. *Young vs. Stewart*, 1820, no. 424.

A debt due by an actioneer to the purchaser at auction, who knows that the seller is an agent for another and not the principal, cannot be set off in the way of compensation against the price of the goods so bought. *Rex vs. Melvin and Bélanger*, 1819, no. 782.

Policies of Insurance are to be construed by the same rule as other contracts and agreements; therefore where there is an express warranty, there is no room for implication of any kind. *Scott vs. Fire Insurance Company of Quebec*, 1821, no. 95.

A tavern keeper (*aubergiste*) is a trader and his note to a merchant is a *billet de commerce* transferable by a blank indorsement. *Patterson vs. Welsh*, 1819, no 854.

A supercargo is entitled to a *quantum meruit*, if there be no specific agreement to pay him wages or to allow him a per centage on the value of the cargoes exported and imported. *Tuzo vs. Jones*, 1820, no. 506.

Where, by and between co-partners in trade, a balance has been struck, an action of *assumpsit* may be maintained. If no balance be struck, the action must be in account. *Robinson vs. Reffeinstein*, 1821, no. 85.