

- A demand of stipulated damages affirms the contract and prevents the recovery of advances. *Patterson vs. Conant*, 1819, no. 1098.
- A promise to pay a protested bill is a waiver of want of notice. *Ross vs. Wilson et al.*, 1812, no. 330.
- In an action against two, if it appears that the contract is merely several, no judgment can be given for the plaintiff. *Ray vs. Blagdon et al.*, 1817, no. 49.
- Public officers are not responsible on public contracts. *Scott vs. Lindsay*, 1818, no. 200.
- In actions on contract, the contract must be set out in the declaration. *Simard vs. Mathurin*, 1812, no. 424.
- If there be no expressed contract, an action, *quantum meruit*, for work &c., can be supported. *Tuzo vs. Jones*, 1820, no. 506.
- If there be no evidence upon a contract for the sale of moveables, and if there be no tradition, and the articles intended to be transferred are seized in the possession of the vendor, the purchaser cannot maintain an opposition *afin de distraire*. *Hunt vs. Perrault et al.*, 1821, no. 4.
- In a contract of marriage, if the parents of one of the future *conjoints* make a donation to both of them of landed estate, *lods et ventes* are not due. *Baby vs. Letellier*, 1821, no. 285.
- A servant engaged by verbal or written contract, and dismissed without cause, is entitled to wages for the residue of the term for which he was engaged and to the value of his board and lodging for the same period. *Fortier vs. Allison*, 1811, no. 276.
- A promise to pay seamen's wages on the arrival of the ship is null, if the ship is lost. *Woods vs. Higginbotham*, 1813, no. 576.