

sible upon his own contract, if proof be advanced of a breach of any one of the conditions by the person for whom he became security. *Rex vs. Burns*, 1819, no. 783.

If there is no special undertaking or personal covenant on the part of a tutor, when acting for his pupil, it is the minor who contracts by the ministry of the tutor:—No action, therefore, can be maintained for damages against a tutor, for breach of a contract of marriage by him executed for and on the behalf of his pupil. *Turcotte vs. Garneau*, 1821, no. 666.

Policies of Insurance are to be construed by the same rules as other instruments:—Therefore, where there is an express warranty, there is no room for implication of any kind. *Scott vs. Quebec Fire Insurance Company*, 1821, no. 95.

One of three *co-débiteurs* who has paid the debt for which they were *solidairement* bound, without a *subrogation* from the creditor, can maintain an action upon the implied contract "*negotiorum gestorum*," for money paid and advanced against each of his *co-débiteurs*, and recover from each his *portion virile*. *Audy vs. Ritchie*, 1820, no. 422.

A special undertaking to pay a note of hand (negotiable but not endorsed) to the agent of the payee in consideration of his forbearance for a time, is sufficient to enable the agent to support an action *ex contractu*, in his own name, for the amount of the note. *Aylwin vs. Cruttenden* 1820, no. 965.