

A sale of the usufruct of a farm for a sum certain, but to be held for a period depending upon an uncertain event, is a contract "*aléatoire*," upon which an action will lie. Lagassé vs. Dionne, 1820, no. 1226.

An action for money paid for the necessary repair of a *mur mitoyen* can be maintained on the implied contract of the co-proprietor of the wall with his neighbour. Latouche vs. Rollman, 1821, no. 1407.

A penalty in a contract is not held to be stipulated damages, unless, upon the face of the contract it is declared to be so. Mure vs. Wiley, 1810, no. 264.

Copartners, parties to a contract, must be co-plaintiffs. Morrogh vs. Huot, 1811, no. 141.

A promise by three jointly and severally, is a promise *solidaire*. McNider vs. Whitney et al., 1817, no. 631.

All parties jointly interested must join in an action *ex contractu*. McLeish vs. Lees, 1818, no. 371.

A bond given for salvage in a court of admiralty in Nova Scotia can be recovered in Canada, Moore vs. Mure, 1818, no. 640,

A contract of sale executed by a tutor on the behalf of his pupil, without an *avis de parens*, is null and void. Normandeau vs. Amblement, 1813, no. 590.

A consignee is liable on an implied contract to pay the freight of goods which he receives. Oldfield vs. Hutton, 1812, no. 5:

Breach of contract insufficiently alledged must be pleaded by exception *à la forme*. Pacaud vs. Hooker, 1811, no. 387.

One who contracts as an agent for the public is not personally responsible. Perrault & Green vs. Baillargé, 1814, no. 321.

One who binds himself with a vendor *solidairement* to defend the purchaser against all claimants is necessarily a *garant formel*. Peltier vs. Puize et al., 1818, no. 885.