

TUTOR AND MINOR—Continued.

3. *Grounds for removal of tutor.*] The insolvency of a father is not a ground for depriving him of the tutorship of his children. *Charbonneau v. Charbonneau*, 121.
4. *Sale of immovables of minor.*] The sale by the tutor of the immovables of the minor, without the observance of the formalities prescribed by law, is null; and even where the tutor is authorized to sell such immovables by the will of his deceased wife, from whose succession the property devolved to the minors, he is bound, after his appointment as tutor, to observe the formalities prescribed by law. The nullity can be invoked by the tutor himself, in answer to an action *en garantie*, alleging that the tutor has sold property as belonging to minors to which they had no legal right. *Pichette v. O'Hagan*, 384.

USUFRUCT.

1. *Action by Usufructuary.* See PARTIES TO ACTIONS, 86.
2. *Demand for security.*] See PROCEDURE, 178.
3. *Donation of.*] Where a person intervened in the marriage contract of his niece, and made her a donation of \$200,000 payable at his death, the intended husband to have "the administration and enjoyment of the said sum of \$200,000 from the time of the same becoming due," and the only condition of the husband's administration and enjoyment was the birth of children, which was a fact admitted, held, that the husband was usufructuary, and the wife had the *nue propriété*. *Kimber v. Judah*, 86.
- Renunciation of.*] See LEGACY, 110.
- See SUBSTITUTION, 300.*

UNPAID VENDOR. See SALE, 114, 374.

VICE CACHE. See SALE, 1.

VENDOR. See SALE, 114, 374.

WARRANTY.

1. *Délit.*] There is no warranty in matters of *délit*. Hence, a private detective, sued in damages for false arrest, has no recourse *en garantie* against his employer. *Couvette v. Fahey*, 423.
2. *Eviction.*] Where the purchaser has not called in the vendor *en garantie*, and has been evicted, the obligation of the vendor to guarantee the purchaser subsists, unless he proves that he (the vendor) had grounds to urge sufficient for the dismissal of the demand for the purchaser's eviction. *Drapeau v. Marion*, 99.
3. *Of Horse.*] See SALE, 1.
4. *Parties to a promissory note.*] The maker of a promissory note cannot by dilatory exception stay the suit of the holder, in order to call in the payee *en garantie*. *Block v. Lawrence*, 276.