

- A contractor for a public building can maintain an action against the commissioners with whom he contracts to erect it, *if they have received from government the money* which is due to him. *Laruc vs. Crawford & al.*, 1819, no. 347.
- A minor by his contract may, without the assistance of his tutor, bind others to himself even in cases in which he is not permitted by law to bind himself to others. *Black vs. Esson*, 1820, no. 6.
- A sum fixed by way of penalty in case of non performance of a contract cannot be considered as preliquidated damages, if it be not distinctly stated to be so. *Patterson vs. Farran*, 1811, no. 11.
- An action will lie upon an implied contract for board and lodging and washing. *Spats vs. Meyers*, 1811, no. 448.
- An officer of government who contracts for the public is not personally liable. *Goodenough vs. d'Estimauville*, 1817, no. 425.
- An action by a merchant against the master of a ship to recover the value of goods, lost in a voyage from England to Quebec, is a case of implied contract between a merchant and a trader. *Rivers vs. Duncan*, 1819, no. 440.
- In an action on a special contract for work and labor, if the contract be not proved, no evidence of a *quantum meruit* can be received unless there be a common count for a *quantum meruit* in the declaration. *Barry vs. Deacon*, 1820, no. 1198.
- When the plaintiff demands the amount of stipulated damages, he *affirms* the contract and consequently cannot call on the defendant to refund any sums of money which he the plaintiff has advanced and paid in execution of the contract on his part. *Patterson & al. vs. Conant*, 1819, no. 1098.
- A surety for a public officer in a bond in which several conditions are contained with a stipulation "that if default be made of, or in *all*, or *any* of the conditions, it shall be forfeited," becomes respon-