

III. What passes to assignee or trustee.

(§ III—10)—PURCHASE OF LICENSE UNDER SUSPENSIVE CONDITION — DEFAULT IN PAYING INSTALMENTS — EXISTENCE OF CONSIDERATION AND ABSENCE OF FRAUD
Turgeon v. St. Charles, 15 D.L.R. 298, 48 Can. S.C.R. 473, 13 E.L.R. 521, reversing 7 D.L.R. 445.

(§ III—11)—WHAT PASSES TO RECEIVER—LIABILITY OF INSURED ON PREMIUM NOTES.

The fact that a permanent fund required by the charter of a mutual insurance company to be maintained for the security of its policyholders was depleted and nonexistent when a policy of insurance was issued, does not render the contract null and void so as to relieve the insured from liability on a note given for the premium thereon for an insurance upon the "mutual" plan. [China Mutual Ins. Co. v. Smith, 3 D.L.R. 766, affirmed on appeal.]

Pickles v. China Mutual Ins. Co., China Mutual Ins. Co. v. Smith (No. 2), 10 D.L.R. 323, 47 Can. S.C.R. 429, 12 E.L.R. 390.

(§ III—12)—RIGHTS OF CURATOR UNDER QUEBEC LAW — RECOVERY OF MONEYS PAID AS FRAUDULENT PREFERENCE.

Recovery may be had under art. 1036 C.C. (Que.) by the curator of an insolvent broker's estate for the benefit of the general body of creditors of a sum repaid by the insolvent with the alleged profits, on the eve of insolvency and under circumstances proving the customer's belief that the broker was then insolvent as he was in fact, where the customer had handed over moneys to the insolvent broker to be used by him along with moneys of other customers in his alleged speculations in stocks on a "blind pool" in which there was no segregation of each customer's money nor control thereof by anyone but the broker; and such recovery is not barred by art. 1927, even if the transactions between the customers and the broker were to be considered as gaming contracts.

Wilks v. Matthews, 16 D.L.R. 746, 49 Can. S.C.R. 91, 50 C.L.J. 118, reversing 7 D.L.R. 395, 22 Que. K.B. 97.

VACANT SUCCESSION—SALE.

If the succession of an insolvent trader has been declared vacant, and an immovable offered for sale after advertisement has not found a purchaser at the price fixed, the curator will be allowed to sell it whenever he deems it expedient.

McGowan v. Lamotte, 18 Que. P.R. 390.
PRINCIPAL AND AGENT—ADVANCE OF FUNDS FOR SPECIAL PURPOSE.

Vermette v. Gagnon, 20 Que. K.B. 466.

ASSIGNMENT OF ANOTHER PERSON'S PROPERTY—REVENDEICATION.

Leskas v. William, 12 Que. P.R. 168.

SALE OF IMMOVABLES.

Fortier v. Michaud, 12 Que. P.R. 259.

IV. Claims against and distribution of estate.

(§ IV—15)—ABANDONMENT OF PROPERTY—SMALL ESTATE—APPOINTMENT OF ONE OR SEVERAL CURATORS—MARRIED WOMAN—FILING OF A CLAIM WITHOUT THE AUTHORIZATION OF HER HUSBAND—C.P. 867—C.C. 1422, 1424.

The filing of a claim by a woman separate as to property and the appointment of an attorney to represent her at the meeting of the creditors without the authorization of her husband is valid being a pure act of administration. In the appointment of a curator, unsecured claims should receive more consideration than those secured, even by notes. In the absence of special reasons, only one curator should be appointed to a small insolvent estate, and as far as possible, he should reside in the district of the insolvent.

Re Savard & Gagnon, 15 Que. P.R. 386.

(§ IV—16)—PRIORITIES.

All creditors (apart from privileged creditors) are entitled to share alike in the proceeds of their debtor's property and if some alone receive the proceeds the others are prejudiced, even if the property be sold for its full value, and although a right of redemption has been reserved by the debtor; and the purchaser cannot ask that the objecting creditors exercise this right of redemption on the debtor's behalf.

Landry v. McCall, 6 D.L.R. 793, 21 Que. K.B. 348.

CESSION DE BIENS — CONTESTATION OF SCHEDULE—REPLICATION.

Rasminski v. Wilks, 12 Que. P.R. 375.

CESSION DE BIENS—CONTESTATION OF APPLICATION—DELAY FOR INSCRIPTION.

Dufresne v. Villani, 12 Que. P.R. 160.

SETTLEMENT WITH CONTESTING CREDITOR—INTERVENTION.

Superior v. Hutchins, 12 Que. P.R. 174.

VI. Proof of.

(§ VI—25)—Insolvency is not proved by the opinion of witnesses, but by the filing of a statement verifying the assets and liabilities of the debtor.

Murphy v. Murphy, 23 Que. K.B. 529.

INSPECTION.

Of documents, see Discovery.
Right of, see Sale.

INSTRUCTIONS TO JURY.

See Trial; New Trial.

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