

NOTES OF RECENT DECISIONS IN THE PROVINCE OF QUEBEC.

BILLS AND NOTES—PROCURATION.

Held, that when a promissory note is signed by procurator, proof of the due execution of such procurator must be made to entitle the plaintiff to recover judgment in an *ex parte* suit on the note.—*Ethier v. Thomas*, 15 L. C. J. 225.

CORPORATION—OBSTRUCTIONS.

A corporation is not responsible for the negligence of others in leaving obstructions in the street, when it appears that the driver might have avoided the obstructions. (*Mondelet, J.*) — *Moquire v. The Corporation of Montreal*, 1 Rev. Crit. 475.

DOMINION ARBITRATION.

Held, that the Superior Court of Lower Canada has jurisdiction over an arbitrator appointed by the Government of the Dominion of Canada, under section 142 of the B. N. A. Act, while acting as such within the Province of Quebec, and may enquire whether such arbitrator is in the legal exercise of his office.—*Ouimet, Attorney-General, v. Gray*, 15 L. C. J. 306.

ELECTION LAW—DISQUALIFICATION OF CANDIDATES—LEASES BY CORPORATIONS.

Held—1. That a lease of a stall in the market with the Mayor, Aldermen and Citizens of the City of Montreal, is a contract within the meaning of the 29-30 Vic. chap. 56 sec. 7.

2. That such contract, entered into by a city councillor prior to new election, is not such a continuing contract as will disqualify him, when re-elected, from sitting under the new election, nor thereby deprive him of his seat in the said Council.

3. That, under the Act, 29-30 Vic. chap. 56 sec. 7, the words used being, "Any member of the said council who shall, directly or indirectly, become a party to, or security for any contract or agreement to which the corporation of the said city is a party, or shall derive any interest, profit or advantage from such contract or agreement, shall thereby become disqualified and lose his seat in the said Council," the Judge cannot oust from office a member re-elected, who had contracted with the corporation while sitting as councillor under a prior election.

4. The Mayor has not, nor has the City Clerk of Montreal, power or authority to cancel leases made by the corporation, and such deeds of cancellation will be adjudged *ultra vires*.

5. Leases by corporations, and releases, should be under the seal of the corporation.—*Smith v. McShane and the Mayor et al. of Montreal*, 15 L. C. J. 203.

ELECTION LAW—CONTRACT.

Held—1. That the candidate is liable for services of carters engaged at his bidding to convey voters to the polls in a municipal election.

2. That a member of an Election Committee engaging the carters will be held responsible for their wages.

3. That such contracts can be enforced at law by suit.—*Ramage v. Lenoir dit Rolland*, 15 L. C. J. 219.

INSOLVENCY—PROVINCIAL LEGISLATURE.

Held, that by section 91 of the B. N. A. Act of 1867, the Parliament of Canada has exclusive legislative authority in all matters of insolvency, and an Act of the Legislature of the Province of Quebec changing the constitution of an incorporated Benefit Society, so as to force a widow to receive from the Society \$200 once for all, instead of a life rent of 7s. 6d. weekly, on the ground that the Society was insolvent, is unconstitutional and null, and may be declared so by the courts having civil jurisdiction within the Province.—*Belisle v. L'Union St. Jacques*, 15 L. C. J. 212.

INSOLVENCY—DOWER.

The decision of Mr. Justice Torrance, recorded at p. 243 of *La Revue* was reversed in Review, Mackay, J. dissenting. Messrs. Justices Mondelet and Berthelot were of opinion that section 57 of the Insolvent Act of 1869 did not apply to dower and other *gains de survie* dependent upon the contingency or condition of survivorship to the husband, these special rights of our civil laws not being expressly mentioned in the provision of the Act. Mr. Justice Mondelet further remarked, that even if they had been so mentioned, the provision of the Act would be unconstitutional, the Parliament of Canada having no control over the civil laws of the Province. Mr. Justice Mackay was in favour of Mrs. Morrison's claim, because it was founded upon our Insolvent law, interpreted in the way in which the English Courts had interpreted a similar section in the English statute, the way in which the Courts in Ontario or New Brunswick would interpret it.—*In re Morrison and Dame Anne Simpson, claimant, v. Henry Thomas*, 1 Rev. Crit. 474.

INSOLVENCY—EXECUTION CREDITORS.

A guardian under a writ of compulsory liquidation in Insolvency matters has a right to take out a *saisie revendication* against a seizing bailiff and the creditor, who, although well aware of the issuing of the compulsory writ, persist in holding the estate of the insolvent