four per cent. government bond for $100,000 and gave it to him. He put it in his pocket and we walked away, and have not referred to the subject since."

This recalls the story of Hon. Joe Geiger's first "big fee." It seems that a few years after he had commenced practicing law Joe did some very "clever" work for a certain railroad, which they appreciated very highly. Joe was aware that his services had been of great value to the company and he was meditating what amount he should charge, and was trying to screw his conscience up to charging a fee of $200. When the accountant of the road called on him, told him how well they were pleased with the work he had done for them, and told Joe he had come to pay him, and produced a large roll of $500 bills, and counted down four, and then paused, saying, "how much, Mr. Geiger, will it take to satisfy you?" Joe very complacently replied, "Oh, another one of those will do."—*American Law Journal.*

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*RECENT DECISIONS AT QUEBEC.**

Terme incertain — Condition potestative — Fixation de délai.—Jugé, Que lorsque le contrat recule l'exigibilité du paiement jusqu'à l'accomplissement d'un fait dépendant de la volonté du débiteur, le créancier ne peut pas, sans aucune fixation de délai et sur sommation notariée au débiteur d'accomplir le fait et de payer, le poursuivre et conclure purement et simplement au paiement; qu'il ne peut conclure qu'à la fixation par le tribunal, d'un délai pour l'accomplissement du fait et au paiement après son expiration.—(En Révision) *Bartley* v. *Breakey.*

Provisions—Privilége — Hôtelier.—Jugé, Que le fournisseur de provisions à un hôtellier n'a pas de privilége; et que, si l'hôtellier vit avec sa famille dans l'hôtel qu'il exploite, le privilége n'existe que pour la proportion des provisions qui a servi à nourrir, lui et sa famille.—(En Révision) *Ross* v. *Blouin*, et *Daly et al.*, oppts.

Alimentary allowance — Imprisonment — Capias ad respondendum.—Held, that a defendant imprisoned under a *capias ad respondendum* has a right, if he be a pauper, to obtain an alimentary allowance from the plaintiff. McCord, J., said: At the argument it was contended by the counsel for the plaintiff, that the provisions of sect. 6 of ch. 87, C. S. L. C., having been codified under the head of coercive imprisonment, and omitted under the head of *capias ad respondendum*, in the Code of Civil Procedure, these provisions no longer apply to *capias*, and are restricted to cases of coercive imprisonment, in the sense of *contrainte par corps*, especially as the words of the article 790 are "any person *thus* imprisoned." I cannot admit this view to be correct. The mere omission to provide in this code for the obtaining of an alimentary allowance in cases of *capias* has not, in my opinion, the effect of repealing the provisions of the Consolidated Statute as regards *capias* (see 1360 C. C. P.), and the incorporation of these provisions, under the head of coercive imprisonment, merely extends them to this kind of imprisonment. Such would be my opinion, even if I were to be guided by the Code of Civil Procedure only; but on reference to the Civil Code, article 2277, I see that it provides that the Consolidated Statute shall apply to cases of *capias;* and this is a sufficient reason for holding that the provisions of that statute are not repealed by any omission in the Code of Procedure, especially as the right to imprison a British subject and the right of that subject, if he be a pauper, to obtain an alimentary allowance, may be considered as matters of civil rights rather than as mere matters of procedure.—(S. C.) *Killoran* v. *Waters.*

Certiorari—Conviction—Penalty—Minors.—Held, 1. Where the conviction is for a penalty, the complainant cannot free himself from his liability to costs on *certiorari*, by renouncing the conviction: especially if he contests the *certiorari*.

2. A complainant, having obtained a conviction against minors, cannot set up their minority against them, when they seek redress from that conviction by means of *certiorari*.

3. A conviction may be quashed upon an inscription on the merits of the *certiorari*, without motion to quash, if the quashing has been prayed for in the petition for *certiorari*.—(S. C.) *Hebert et al.* v. *Paquet.*

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* 11 Q. L. R.