

married, and consequently they now were in community of property. She, therefore, could not bring this action in her own name :—*C. R.*, 1898, *Brica vs Marchildon*, *R. J. Q.*, 15 C. R., 318.

20. Des époux domiciliés et mariés dans le Bas-Canada sont régis dans leurs relations comme tels par la loi du Bas-Canada, lors même qu'ils vont s'établir à l'étranger.

21. La vente par la femme ainsi mariée, conjointement avec son mari, mais sans mention d'autorisation de ce dernier, faite dans l'état de New York, où cette autorisation n'est pas requise, d'immeubles situés dans le Bas-Canada, est absolument nulle, tant sous le rapport du statut personnel, qui régit la personne de la femme, que sous le rapport du statut réel, quant à l'aliénation des immeubles.

22. La ratification subséquente, avec l'autorisation du mari, ne peut valider une semblable vente, et n'a l'effet d'aliéner la propriété que du jour de telle ratification :—*Q. B.*, *Lavolette & Martin*, 11 L. C. R., 254; 2 L. C. J., 61; 5 L. C. J., 211.

III.—*Personnes*.—23. A receiver, appointed under the statutes of New York to an Insolvent Insurance Company, (whose powers and functions are the same as those of a foreign assignee in bankruptcy), cannot intervene in a case in the S. C., here, wherein monies belonging to the company have been attached before judgment on the ground of insolvency and sequestration of estate, and claim to be paid the monies so attached [less plaintiff's costs] for distribution in New York, the legal domicile of the company :—*Q. B.*, 1871, *Osgood & Steele*, 16 L. C. J., 141; 22 R. J. Q., 330, 519.—*C. B. R.*, 1893, *Penis & The Quebec Bank*, *R. Q.*, 2 B. R., 596; *R. J. Q.*, 3 C. S., 122.

24. Where an action was brought in the province of Quebec, by the plaintiff as receiver to a corporation in liquidation domiciled in Ontario, and it was proved by the production of Ontario Statute that the plaintiff, as receiver, was duly authorized to represent the corporation in judicial proceedings, he may also appear in his quality of receiver in judicial proceedings before the court of the province of Quebec :—*Q. B.*, 1887, *Giles & Jacques*, *M. L. R.*, 1 C. S., 166; *M. L. R.*, 7 Q. B., 456; 31 L. C. J., 266; 8 L. N., 190; 23 L. C. J., 138; *Torrance*, *J.*, 1885, *Giles & Phaneuf*, *M. L. R.*, 1 S. C., 322; 8 L. N., 245.—*Loranger*, *J.*, 1898, *Barker & Central Vermont Ry Co.*, 4 R. de J., 440, 454.

25. A receiver duly appointed to a foreign corporation, who is authorized, under the law of the place of his appointment, to appear in judicial proceedings, has the like right in the province of Quebec, for the recovery of a debt due to the corporation therein, without being specially authorized by the provincial court so to do :—*Davidson*, *J.*, 1896, *Young vs Consumers' Cordage Co.*, *R. J. Q.*, 9 C. S., 471; *R. J. Q.*, 7 B. R., 67.

26. Celui qui a été nommé par un tribunal français administrateur provisoire, pendant

une instance en nullité de testament, d'une succession ouverte en France, ne peut réclamer, à l'encontre d'un séquestre nommé par un tribunal de la province de Québec, la possession des biens dépendant de cette succession qui se trouvent en cette province.

27. Les tribunaux de la province de Québec ont pleine autorité pour décider de la possession provisoire des meubles et immeubles, sis en cette province, d'une personne décédée à l'étranger, et leurs décisions sont souveraines en ce pays.

28. L'article 80 du Code de procédure civile ne s'applique pas à l'administrateur provisoire ou séquestre des biens d'une succession, pendant un procès en nullité de testament, lequel ne représente nullement le défunt :—*Pagnuolo*, *J.*, 1900, *Lavoignat vs Mackay*, *R. J. Q.*, 17 C. S., 378.

29. A railway company, incorporated under the laws of Vermont, having become insolvent, was placed in the hands of receivers by judgment of the circuit Court of Vermont, which vested them to operate it. The receivers took possession of the assets under this judgment, and by the laws of Vermont, the creditors of the company could not after that date execute any judgment against the railway. Some of the cars and locomotives of the company, of which the receivers had previously taken possession, and which were on the tracks of the Grand Trunk Railway in Montreal, in the course of the operation of the railway by the receivers, were seized by a creditor in execution of a judgment obtained in this province. The judgment creditor was a mere *prête-nom* for an American creditor, and the promissory note upon which the judgment was obtained, was signed and made payable in Vermont, where the maker (the Railway Company) and the payee were both domiciled. The receivers opposed the execution of the judgment here on the ground that the seizing plaintiff in the cause was bound by the law of Vermont, which prevented him from executing the judgment against property of which the receivers had taken possession under the judgment of the circuit Court of Vermont, and which vested them with the assets of the company against the creditors.

30. Held: As the contract was made in Vermont between persons domiciled in that State, the consequences attached to the contract by the laws of Vermont must be applied by our courts.

31. Inasmuch as one of the conditions and consequences of the contract with the railway company, made applicable to it by the laws of Vermont, was that the right of execution and sale of the property of the railway should cease on the appointment of receivers, this judgment creditor could not be allowed to proceed to execute his judgment against such property merely because it had passed from the territorial jurisdiction of the court of Vermont into that of the courts of this province :—*Archibald*, *J.*, 1898, *Barker vs The Central Ver-*