

of his property either inter vivos or by will.

Such variations from the present French law as these are integrated in the first three of the four books into which the Quebec Civil Code is divided.

Book I deals with "Persons"; Book II with "Property"; Ownership and its various modifications; Book III with the "Acquisition and Exercise of Rights of Property" which include all the Civil Law theory of Obligations based essentially on the Roman Law; and Book IV deals with "Commercial Law". In the first three books is to be found the codification of the French law as it was at the session of 1763. These three books coincide closely in their division and planning with the contents of the three books which constitute the Code Napoleon; although, as I have noted, with some variations in the substance of their subject matter.

Book IV, which concerns Commercial Law, although based in part on the Code du Commerce of France, contains a much greater number of principles directly taken from English Law. This is explained by the fact that trade and commerce in Canada have developed very largely since the beginning of the British control of the Colony. In any case, Book IV is of lesser importance because many of the subject matters of Commercial Law which were dealt with in the original Part IV of the Civil Code, are now subject matters over which the Federal Parliament of Canada alone has power to legislate. For this reason, many of the articles enacted and recorded in this Book IV of the Quebec Civil Code in relation to these subject matters have now been revoked or are without juridical effect over such subject matters of federal jurisdiction as bills of exchange and promissory notes, navigation, and shipping and insolvency.

In this connection certain qualifications should be noted. The Canadian Courts have always been careful to hold that the legislative powers of the Federal Government do not enable it to interfere with the exclusive provincial jurisdiction over property and civil rights. Should a federal statute effect property and civil rights, it will be deemed to be constitutional and intra vires, only if its effect on property and civil rights is necessarily incidental to its logical and meaningful application to a matter which is clearly under federal legislative jurisdiction. For example, a federal statute which, purporting to deal with trade and commerce, provides for certain uniform conditions and warranties to be included in contracts for the sale of goods made anywhere in Canada, would probably be declared ultra vires, even where the seller was domiciled in one Province and the buyer in another. In each such case the locus contractus must be ascertained according to the principles governing conflicts of law; and the law of the particular province where the contract is deemed to have been made or completed would then apply.

Even in the case of bills of exchange and promissory notes, the Federal Act may not be invoked to modify the contractual relationships governed by the provincial law and which have brought about the issuance of a note. For instance, under the Quebec Civil Code, a gift inter vivos is null, unless the contract embodying the disposition has been made under authentic form before a Notary. It appears to be the consensus of legal opinion that, should a gift inter vivos