

NOTES OF RECENT DECISIONS IN THE PROVINCE OF QUEBEC.

fear for her son, that there was violence, and no consent or legal consideration, and the mother could not be held liable.—*Macfarlane v. Dewey*, (In App.), 15 L. C. J. 85.

CONTEMPT—JURISDICTION.

Held, 1. That a judge of the Court of Queen's Bench, whilst sitting alone in the exercise of the criminal jurisdiction conferred upon that Court, has no jurisdiction over an alleged contempt, for publishing a libel concerning one of the justices of the Court, in reference to the conduct of such justice while acting in his judicial capacity, on an application to him in Chambers for a writ of *habeas corpus*, the matter being only legally and properly cognizable by the full Court of Queen's Bench.

2. That the issuing a rule for contempt, by the judge himself, against whom the contempt is alleged to have been committed, without any evidence that the party charged had committed the contempt, is most irregular.

3. That an admission in writing, by the party charged, at the instance of the judge, for the purpose of settling the dispute between them, must be held to have been written without prejudice, and cannot avail as evidence in support of the rule for contempt, in case the judge refuses to accept it as a sufficient apology.

4. That a fine imposed by the judge under such circumstances will be remitted.—*Ex parte Thomas Kennedy Ramsay*, Q. C. (on appeal to the Privy Council), 15 L. C. Jurist, 17.

CONTRACT—DELIVERY AND PAYMENT.

Held—That the payment of freight and the delivery of the cargo are concomitant acts, which neither party is bound to perform without the other being ready to perform the correlative act, and therefore, that the master of a vessel cannot insist on payment in full of his freight of a cargo of coals, before delivering any portion thereof.—*Beard et al v. Brown et al*. 15 L. C. J. 136.

CRIMINAL LAW.

Held, that where a party undergoing imprisonment, on conviction of felony, has been released on bail, in consequence of the issue of a writ of error, and such writ of error is subsequently quashed, he may be re-imprisoned, for the unexpired term of his sentence, on a warrant of a judge of the Court of Queen's Bench (Crown assize), signed in Chambers, and granted in consequence of the court having ordered process to issue to apprehend such party and bring him before the court, "or before one of the justices thereof, to be

dealt with according to law."—*Ex parte Edward Spelman*, 14 L. C. Jurist, 281.

FOREIGN CORPORATIONS.

Held,—1. That by the laws of the Province of Quebec corporations are under a disability to acquire lands without the permission of the Crown or authority of the Legislature.

2. That a foreign corporation which had purchased lands in the said Province without such authority, and was evicted, had no action of damages against the vendor.—*The Chaudière Gold Mining Company v. George Desbarats, et al.*, 15 L. C. J. 44.

INSOLVENT ACT.

Held, that the right to petition to quash a writ of attachment in compulsory liquidation, under the Insolvent Act of 1864, is purely personal to the debtor, and cannot be exercised by a person to whom he has made a voluntary assignment. (Act of 1864, sec. 2, subsec. 12; Act of 1869, sec. 26.)—*Watson and City of Glasgow Bank* (in appeal), 14 L. C. Jurist, 209.

INSOLVENCY—PROMISSORY NOTE—COMPOSITION.

This was an appeal from a judgment rendered in the Superior Court by TORRANCE, J., a report of which will be found at p. 21 of Vol. 14, L. C. Jurist.

Held—1. Where the endorser of a note became insolvent, and compounded with his creditors including the holder of said note, who, however, reserved his recourse against the other parties to the note, and the maker also became insolvent, that the endorser cannot rank on the note against the estate of the maker so long as the holder has not been paid in full.

2. Where a claimant in insolvency has received as holder of a note a composition on the amount of his claim from the endorser, in consideration of which he has released the endorser, reserving his recourse against the other parties to the note, that whatever the claimant has received from the endorser must be deducted from his claim against the maker's estate.—*In re Bessette et al.*, Insolvents, 15 L. C. J. 126.

INSURANCE.

Held, 1. That a *bona fide* equitable interest in property, of which the legal title appears to be in another, may be insured, provided there be no false affirmation, representation or concealment on the part of the insured, who is not obliged to represent the particular interest he has at the time, unless inquiry be made by the insurer.