

right to sell a member's seat at the board, for cause of insolvency, are reasonable and *intra vires*.

2. That on receiving notice from a member that he has been compelled to suspend payments, the governing committee may proceed to dispose of his seat.

3. That an action will not lie by a member who considers himself aggrieved, to correct even errors or illegal acts in the government and administration of a corporation, until the remedies, by way of appeal to the domestic tribunal of the corporation, provided by the by-laws or the constitution, have been exhausted.—*McIver v. The Montreal Stock Exchange*, Davidson, J., January 24, 1888.

Insurance, Fire—Contract—Forfeiture—Jury trial—Judgment non obstante verdicto—C. C. P. 433.

HELD:—1. Where several subjects are covered by one contract of insurance, the contract is indivisible, and where the insured incurs a forfeiture as to one subject, the policy is wholly voided.

2. That when the verdict of the jury is upon matters of fact in accordance with the allegations of the plaintiff's declaration, but against the evidence, the Court cannot render judgment in favor of the other party, if the allegations of the plaintiff are sufficient in law to sustain his pretensions. It can only order a new trial.—*Mackay v. The Glasgow & London Insurance Co*, in Review, Doherty, Wurtele, Davidson, JJ., May 5, 1888.

RECENT DECISIONS AT QUEBEC.*

Revendication—Stoppage in Transitu—Arts. 6 and 1543 C. C.

B. & C., of Quebec, ordered goods from R. et al., of Wolverhampton, England, who shipped them by defendants' steamer Vancouver, from Liverpool to Quebec, consigned to B. & C., and a bill of lading in the usual form was accepted and forwarded for them. On the 20th of June, 1887, before the arrival of the goods, B. & C., having become insolvent, made an abandonment of their property, and the intervenants were appointed joint curator

to the estate. On July 25th, the goods were seized in the possession of the Mississippi and Dominion Steamship Co., under writ of *saisie revendication*.

Held:—1st. That Art. 6, C. C., does not apply to prevent the exercise of the right of stoppage in transitu in the case of goods shipped in England, when the right accrues under the law of England.

2nd. That the "delivery" mentioned in Art. 1543 of the C. C., as amended by 48 Vict., ch. 20, sec. 1, means actual delivery into the possession of the purchaser, and not such constructive delivery as results from putting goods for shipment in the hands of a carrier.—*Rogers v. The Mississippi & Dominion Steamship Co.*, S. C., Andrews, J., March 10, 1888.

Intervention—Moyens d'intervention—Arts. 154, 155 et 158 C. P. C.

Jugé:—Que la requête en intervention doit contenir, outre l'allégation de l'intérêt de l'intervenant, l'énoncé des moyens sur lesquels cet intérêt est fondé.—*Grenier v. Gauvreau*, en révision, Stuart, J. C., Andrews, Larue, JJ., 31 mai 1888.

Accretion in matters of legacy—Art. 868 C. C., its object.

Held:—Accretion in matters of legacy takes place according to the wish of the testator, as manifested in his will, as a consequence of the power to dispose of property by will. Art. 868, C. C., does not confer the right to establish accretion, but merely defines the cases in which the testator is presumed to have intended that it should take place.—*Denis v. Clouthier*, S. C., Andrews, J., May 5, 1888.

Vente—Louage d'ouvrage—Preuve.

Jugé:—Que le contrat pour la construction de l'entourage (avec couronnement en granit), d'un lot de cimetière, par un marbrier qui en fournit les matériaux, est un contrat commercial et un louage d'ouvrage et non une vente, et qu'il peut être prouvé par témoin même lorsqu'il excède \$50.—*Morgan v. Turnbull*, C. S., Casault, J., 5 mai 1888. (Ce jugement a été renversé le 30 juin 1888 par la

* 14 Q. L. R.