SUPERIOR COURT—MONTREAL.

Billet promissoire—Signature en blanc—Responsabilité du faiseur—Tiers.

Jugé:—Qu'une personne qui donne à une autre personne un billet signé en blanc, avec l'entente que cette derniere le remplira pour une somme déterminée, est responsable vis-à-vis d'un tiers, du plein montant qui apparaît à la face du billet, quand même il serait plus élevé que celui convenu; le signataire du billet ne fait alors que subir les conséquences de sa propre négligence.—*Bank of Nova Scotia* v. *Lepage*, Pagnuelo, J., 9 octobre 1889.

Opposition—Mise en demeure—Parties en cause.

Jugé:—Que même dans une cause où le défendeur n'a pas comparu, la Cour ne peut adjuger sur une opposition sans que toutes les parties en cause aient été préalablement mises en demeure d'admettre ou de contester l'opposition.—*Lang Manufacturing Co.* v. *Cocker*, Würtele, J., 13 juin 1890.

Production des exhibits—Exception à forme—Parties en cause—Exception dilatoire.

Jugé:—1o. Que lorsque toutes les parties qui doivent être en cause, n'y sont pas, le défendeur ne peut s'en prévaloir par exception à la forme, mais par une exception dilatoire;

2o. Que quoique par l'article 103 du C.P.C. il est décrété que jusqu'à ce que les pièces aient été produites, le demandeur ne peut procéder sur sa demande, néanmoins, le défendeur peut également produire une exception dilatoire pour arrêter la poursuite jusqu'à la production des pièces nécessaires. —*Stewart* v. *The Molsons Bank*, Mathieu, J., 2 mai 1890.

THE COINAGE.—The Chancellor of the Exchequer, replying to a memorial signed by 153 members of Parliament, advocating that the value should be stamped on all British coins, says, in a letter to Mr. Sinclair, M.P., published at Belfast on August 12, that while he may, to a great extent, meet the wishes of the memorialists regarding the silver coinage, the familiarity of the public with the sovereign and the half-sovereign makes the risk of mistake with these coins infinitesimal. He is, therefore, reluctant to break with historical traditions and set a new precedent in their case.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

CHAPTER VI.

THE CONDITIONS OF THE POLICY.

[Continued from p. 288.]

§ 174. *Buildings destroyed to prevent extension of fire.*

Ellis says that it "has become a practice of the London firemen in order to prevent the extension of a fire, to pull down, or blow up with gunpowder, the adjoining buildings. It would be difficult to assert that the common fire policy will, as regards such buildings, indemnify the insured in such a case." He adds: "It would be more prudent to introduce an express stipulation. In the policies of a recently well constituted company, explosion is expressly excepted from indemnity." This affords an argument for fire from gunpowder fired being a loss within policies not containing the exception. I can't doubt that if a house insured be blown up by firemen firing gunpowder in it the insurers have to pay.[1]

In *City Fire Ins. Co.* v. *Corlies*,[2] it was held that the destruction of the property insured by the blowing up of it with powder under the direction of the Chief Magistrate of a city, was a loss within a policy against fire, and that a loss by the explosion of gunpowder is a loss by fire. The question of the necessity or legality of the explosion does not affect the liability of the insurers. It ought not to, under policies that do not contain the exception introduced by the well constituted company referred to by Ellis.

Demolition or destruction to stop the march of a fire. Who is to be judge of the necessity? *Semble*, if necessary, the common safety allows the destruction. Ought the loss to be shared by all who are benefited? Yes! says *Bunyon*, as where general average is in

[1] A Massachusetts statute appoints that three persons designated may direct any house to be pulled down to stop fire: and in such case, if it is the means of stopping the fire, the city is liable for the value of the building.

[2] 21 Wend. 367.