defendants set up that, in the application for insurance, the insured, in answer to the question in the application, did he own the land in his own right, or if not, who did, said "Yes, in fee simple." It appeared that he had a deed in fee simple for the land, but had not at the time paid the price thereof.

Held, that the answer was not untrue.

A further defence set up was that, contrary to a condition of the policy, when the insured's interest in the property was other than the entire unconditional and sole ownership thereof for his use and benefit, it must be so represented to the company in the application, otherwise the policy would be void, and it was alleged that other persons were jointly interested in the property, and that he did not declare the same, whereby the policy was void. In the application the insured was not asked to state the above facts, although in the application the insured consented to be bound by the conditions of the policy.

Held, that to allow defendants to set up this defence would be a fraud on the plaintiff, and plaintiff was allowed to reply fraud, unless the defendants consented to have the plea struck out from the record.

A further defence set up was that by one of the conditions of the policy, if the insured's interest in the property should be changed in any manner, whether by act of the parties or by operation of law, the policy should be void, and that after the issuing of the policy the insured mortgaged the property, whereby the insured's interest became changed, and the policy thereby avoided.

Held, that this plea, which was proved, constituted a good defence.

The defendants also set up the omission to state on diagram the existence of two buildings within 500 feet of insured premises.

Held, that the diagram was part of the application which was required to be true, and the omission therefore constituted a good defence.

Held, also, that the statement in the diagram of a building being 190 feet, instead of 178 feet, was so slight a difference as to be immaterial, and the jury having found in plaintiff's favour, the Court would not interfere.

Held, also, that an untrue answer in the application as to the number of stoves in the insured premises, namely, that there was only one, whereas there were two, avoided the policy.

The policy in this case was issued on 2nd May, 1876, being before the coming into force of the Fire Policy Act of 1876. *Held*, that the policy did not come within the Act; and that even if it was after the Lieutenant-Governor's proclamation provided for by the Act of 1875, (but of this there was no evidence), it would only enable the Court to say what conditions were just and reasonable.

McCarthy, Q. C., for the plaintiff.

W. Mulock, for the defendants.

Page v. Austin.

Sci. fa.—Transfer of stock as collateral security—Necessity for entries on books of company.

This was an action of *sci. fa.* by plaintiff, a judgment creditor of the Ontario Wood Pavement Company, incorporated under 27 & 28 Vict. ch. 23, where an execution against them had been returned *nulla bona*, against the defendant as a shareholder of the company on his unpaid stock. It appeared that one A., who had subscribed for stock in the company, transferred the stock to defendant as collateral security for a debt which A. owed him, but the deed of transfer was on its face absolute, and there was nothing in the books of the company to shew it was otherwise.

Held, that defendant was liable; that the fact of defendant not being the absolute owner should have appeared on the books of the company.

Bethune, Q. C., and *Osler* for the plaintiff.

Maclennan, Q. C., for the defendant.

Anderson et al. v. Matthews.

Negligence — New trial for smallness of damages.

Action against defendant by plaintiffs, husband and wife, for damages sustained by them by the upsetting of a buggy, in which the plaintiffs were driving, by reason