sufficient. In Louisiana it must be strictly performed.

If there be breach of a warranty, though that may not have led to the loss, the insurers are discharged. And so in case of marine insurance in condemnation cases. (Ib.)

Insurance was effected upon a distillery which it was agreed should be suspended in six weeks. It was used ten weeks. A fire occurred in the twelfth week. The action by the insured was held to be not maintainable; he had violated the contract. And this applies to buildings and merchandise.[1]

The rule, which prevails upon sales of property, that a warranty does not extend to defects which are known to the purchaser, does not apply to warranties contained in contracts of insurance.[2]

The only question is whether the thing warranted has taken place, or be true or not? If not, the insurer is not answerable for any loss, even though it did not happen in consequence of the breach of the warranty.[3]

Twelve pails full of water were agreed to be kept on each flat of a building. The fact of their not being kept was held fatal; though had they been, it could not have prevented the fire.[4] The above is the promissory warranty of the authors.

§ 212. *Papers attached to or folded up in policy.*

Where a slip of paper describing the state of a ship, the particulars of the voyage, etc., was wafered to a policy at the time of subscribing, Lord Mansfield held that this was not a warranty, nor to be considered part of the Policy, but only a *representation*. *Bize* v. *Fletcher*.[5] But the circumstances of the case must be looked at. If "conditions of insurance" be wafered to a policy they may make warranties.

In *Bize* v. *Fletcher*, how was it? Lord Mansfield did hold it a written representation binding on the insured That is all that it was pretended by insurers to be. They held that by it the voyage of the ship insured was restricted, but restriction such as alleged to be was not found to be derivable from the slip of paper, and the policy was clearly protective of the amplest voyage. Where evidence was offered to prove that a written memorandum enclosed in the policy was always among merchants considered as a part of the policy, Lord Mansfield held, that whether this was or was not a part of the policy, was a question of law, and therefore that such evidence could not be received, and that a written paper, by being folded up in the policy, did not become a warranty.[1]

But it is sufficient that the warranty appear upon the face of the policy, although not written in the body of it. If it be written in in the margin, either in the usual way, or transversely, it being part of the written contract when signed, it will be a good warranty.

Any paper or application referred to in the policy is a warranty by the Royal Insurance Company conditions.

GENERAL NOTES.

OATHS IN INDIAN COURTS.—The Advocate-General of Bengal, in addressing the High Court recently on the subject of Mohammedan oaths, in the old Supreme Court of Calcutta, said that the Moslem interpreter employed in administering oaths to witnesses made a good deal of money by means of a private understanding with the witness as to the mode of adjuring him. The form binding on the Mohammedan conscience is to make the Koran rest on the head while the oath is administered. But if the Koran is skilfully held just above the head, so as not to be in actual contact with it, the form is not valid and the oath not binding. Many witnesses were thus enabled, through the aid of the interpreter, to lie without perjury. In an insolvency case, in which a Jew sought the benefit of the Act, a well-known barrister represented an opposing creditor. His instruction had been to question the applicant in regard to certain matters in which his answers, if affirmative, would disclose valid ground for refusing the application. To the surprise of counsel the Jew denied everything, and it seemed as if his instructions were not correct. At this juncture it was

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[1] Cassation, 5 Feby., 1856; Sirey, A.D. 1856, 1, p. 471.

[2] *Jennings* v. *Chenango Co. Mut. Ins. Co.*, 2 Denio, 75; *Kennedy* v. *St. Lawrence Co. Mut. Ins. Co.*, 10 Barbour, 285; *Vandevoort* v. *Columbian Ins. Co.*, 2 Caines, 155; *Cheriot* v. *Barker*, 2 Johns. 346; *Higginson* v. *Dall*, 13 Mass. 96.

[3] *Fowler* v. *Ætna Fire Ins. Co.*, 6 Cowen, 673; *S. C.*, 7 Wend. 270; *Duncan* v. *Sun Fire Ins. Co.* 6 Wend. 488; *Farmers' Ins. Co.* v. *Snyder*, 16 Wend. 481; *Burritt* v. *Saratoga Co. Mut. Fire Ins. Co.*, 5 Hill, 188; *Gates* v. *Madison Co. Mut. Ins. Co.*, 2 Comstock, 44.

[4] *Garrett* v. *Provincial Ins. Co.*, 20 U.C.Q.B. Rep. 201.

[5] 1 Dougl.

[1] Dougl, 12.