

Q. B. Div.]

NOTES OF CANADIAN CASES.

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Plaintiff insured \$5,000 on a vessel valued in the policy at \$40,000. The policy stipulated that if the assured had made any prior insurance, the underwriters should be answerable only for so much as such prior insurance was deficient towards fully covering the premises thereby insured. The plaintiff's interest in the vessel amounted to \$15,000, and he had prior insurance to the extent of \$5,350; there was also insurance, by other persons, on the freight and disbursements of the vessel, and on advances made to the plaintiff.

Held (affirming the judgment of the Court *a quo*).
(1) That the words "premises hereby insured," meant the plaintiff's interest in the vessel; and that as the value of his interest exceeded the amounts both of the prior insurance and of the sum insured by the policy sued on, he was entitled to recover the whole of the latter sum.

(2) That the insurance on freight, etc., did not come within the prior insurance clause of the policy.

By the terms of a policy of insurance, a vessel was warranted not to load more than her registered tonnage with stone, marble, lead, ores, or bricks, without the consent of the agent of the underwriters. The vessel was loaded with phosphate rock beyond her registered tonnage.

On appeal to the Supreme Court in Canada it was

Held (affirming the judgment of the Court below), that a verbal consent of the agent to load down to the load line mark, the same as if loading coal was sufficient to allow insured to load beyond the registered tonnage of the vessel.

Appeal dismissed with costs.

Weldon, Q.C., and Palmer, for appellants.

Barker, Q.C., for respondent.

QUEEN'S BENCH DIVISION.

Full Court.]

STILWELL V. RENNIE.

Libel—Separation of jury after judge's charge—Consent of counsel—Delegation of counsel's authority—Possibility of outside influence—Refusal to interfere with verdict.

In an action for libel, after the charge of the judge, the jury were allowed to separate with the consent of the counsel for the plaintiff and for two of the defendants; the counsel for the

other defendant, P., having left court before the judge's charge, but before leaving he had authorized F., the counsel for the other defendants in the same interest with P., to take, on his behalf, any objections he might think proper to the charges. Before re-assembling, some comments on the case very prejudicial to the defendant, P., were published by the *Mail* newspaper which the jury might have had the opportunity of reading. On re-assembling, the jury found a verdict against the defendant, P.

The Court, not being satisfied that P.'s counsel, as represented by F., did not assent to the separation of the jury, refused to disturb the verdict.

HOWELL V. ARMOUR.

Action against justice of peace—Notice of action and statement of claim—Defect in—Failure of action.

In an action against a justice of peace and constable for having issued a search warrant against the plaintiff for having, and concealing a colt belonging to another,

Held, that the notice of action and statement of claim being each of them founded upon a cause of action arising in a case in which the justice had jurisdiction, were defective for want of the allegation that the justice acted "maliciously, and without reasonable and probable cause;" and the statement of claim was defective in not showing a right to restitution of the property, although the plaintiff was acquitted of any wrongful taking, detention or concealment of the same.

Held, also, that the plaintiff had no ground of action against the magistrate for not restoring the property to him, because he had been acquitted of the larceny, as the magistrate was entitled to detain it, if proved to have been stolen, until the larceny could be tried, or that, for some sufficient reason, no trial could be had, and the statement of claim here did not allege that the property had not been stolen.

REGINA V. BALL.

Forgery—Alteration of Dominion note—31 Vict. c. 46 (D)—32-33 Vict. (D) c. 19 s. 10.

Held, that the alteration of a two dollar Dominion note to one of the denomination of