Ferguson, Q.C., and *Norris*, for plaintiff.
S. Richards, Q.C., *Read*, Q.C., *Osler*, and *Wells*, for defendants.

KERR v. HASTINGS MUTUAL FIRE INS. CO.

Fire policy—Assignment after loss—Representation as to value and title.

An assignment of a claim to compensation under a fire policy, after the loss has occurred, is not a breach of the ordinary condition against assigning without license of the insurers; but the safer form of transfer is to assign only the money payable in respect of the loss, and not the policy, especially if the loss is partial only, and less than the sum insured.

The application for the policy described the stock in trade to be worth $5,000, and the ownership of the goods was stated to be in the two Messrs. R., whereas the value was only $3,500, and the stock only belonged to the two, the rest of the property belonged to them in separate portions, and part to the wife of one.

The statements in the application were declared by the insured to be "a just, full and true exposition of all the facts and circumstances in regard to the condition, situation, value and risk of the property to be insured, so far as the same are known to me and are material to the risk. And I hereby agree and consent that the same shall be held to form the basis of the liabilities of said company, and be binding upon me as material representations in reference to the insurance to be granted hereon." It was left to the jury to say whether the insured made any misrepresentation or misstatement in the application for insurance, or any fraudulent claim against the company, and they answered in the negative.

Held, that the whole declaration was qualified by the words "so far as the same are known to me and are material to the risk;" that the question asked of the jury was substantially a question whether the value was stated by the assured truly so far as known to him; and that on the evidence their finding could not be disturbed.

Held, also, that the words "in regard to the condition, situation, value and risk of the property to be insured" did not apply to the goods being joint or several property, and that it was not material to the risk. An allowance of $200 was made to the defendants under a condition that in case of the removal of property to save it the defendants would contribute rateably with the assured and other companies interested to the expenses of salvage, and the damage sustained by the removal.

E. Martin, Q.C., for plaintiff.
G. D. Dickson, for defendants.

EASTER TERM, June 30.

REGINA v. RODDY.

36 Vict. cap. 10, sec. 4, O.—What is a "crime."

An information under 37 Vict. cap. 32, sec. 28 and 34, O., for selling intoxicating liquor on Sunday, was held to be so far a charge of a criminal nature, that defendant could not be compelled to give evidence against himself under 36 Vict. cap. 10, sec. 4, which authorizes such evidence in a matter "not being a crime." The conviction in this case was quashed, because obtained on defendant's evidence.

36 Vict. cap. 10, sec. 4, is not repealed as to proceedings under the Tavern and Shop Licences Acts, by 37 Vict. cap. 32, O.

Grover, for the Crown.
Bethune, Q.C., and *Watson*, for defendant.

HICKEY v. FITZGERALD.

Action of assault—Evidence.

A number of people, including the plaintiff and defendant, had formed a ring for the purpose of witnessing an expected fight between two persons, one of whom was plaintiff's nephew. The plaintiff, when going towards the combatants, was assaulted by defendant, who got into a fight with him and bit his hand severely. Defendant's counsel proposed to ask the plaintiff on cross-examination as to a number of former fights in which he was said to have been concerned, but the learned Judge refused to allow this, the counsel being unable to state that it was intended for the purpose of testing the plaintiff's credibility. The evidence as to the defendant's purpose in interfering with the plaintiff was contradictory, and the jury were told that if defendant's object was only to prevent the plaintiff from interfering with the fight, and not to prevent a breach of the peace, he was a wrong doer.

Held, that the evidence was rightly rejected, and the direction right; and a verdict for the plaintiff was upheld.

The erroneous exercise of discretion in refusing to allow questions on cross-examination which are irrelevant to the issue, would be no ground for a new trial.

Lount, Q.C., for plaintiff.
McCarthy, Q.C., for defendant.