tion of the agreement, by inserting a condition omitted, favorable to defendant. This reformation was fatal to an action of damages by the Oil Company.

In *Molleaux* v. *London Assurance Co.*[1] the policy was amended to agree with the slip originally given to the insured. In subsequent cases Lord Hardwicke refused to alter policies unless it could be shown that clear mistake made it necessary. The American case of *Davega* v. *Crescent Mutual Insurance Co. of New Orleans*[2] is to the same effect.

In *Parsons* v. *Bignold*,[3] in which a bill was filed to have a policy corrected, it was held that the burden of proof in such cases is on the insured. The proceeding failed in that case, but it was admitted that if the misrepresentation (relied on by the insurer) had been the work of insurer's agent, or his fault, the policy would have been made operative.

[1] 1 Atk. 547.

[2] 7 Louisiana, 228.

[3] 15 L. J. Ch.; 12 Engl. Rep. (Albany ed.), p. 855. See also the case of *Wyld & Darling*, 1 Supreme Court Rep. Canada, p. 666, in which an action was brought to reform a policy. In *Wyld & Darling* v. *Liverpool & London & Globe Ins. Co.*, in the Queen's Bench, Wyld & Darling failed. Then a bill was filed in Chancery to reform the policy, etc., and the policy was reformed. This judgment was confirmed by the Supreme Court, the judges being equally divided in opinion, June, 1877. The insurance was of goods in No. 272. Then Wyld & Darling notified that they had added two flats of No. 273 to their former premises, and that part of their stock was in these new flats (an opening had been made). They paid extra insurance, and took a policy ambiguous, not expressly insuring the goods in 273, but stating, by a kind of memorandum, "opening "in E. end gable of the premises is, through which "communication is had with the adjoining house (*i.e.*, 273) "occupied by O." The Queen's Bench held the goods in 273 not covered. The Court of Chancery ordered the policy to be reformed, holding the goods in 273 covered. The Court of Appeals confirmed that, and the judges of the Supreme Court being equally divided, the judgment stood affirmed. The reports illustrate how a circumlocution may be, and a stupid one, on both sides. How not to express intention is well seen here. Could the insurance company reasonably suppose that no intention was by Wyld & Darling to have their goods in 273 insured, seeing that they notify that part of their stock is in there. Then look at the policy. It expresses only goods insured, and only in No. 272, owned by Irvine; between which building and the adjoining house, occupied by one Onyon, there is an opening. Why did Wyld & Darling keep tranquil, with a policy reading so clearly, till after the fire? The agent at Hamilton must have been careless. The company at Montreal seem never to have been informed of Wyld & Darling's goods being in 173. For cases of policies reformed after loss see 1 Supreme Court Rep., p. 618. On correcting mistakes see observations of Lord Eldon in *Henkle* v. *R. Ex. Ass. Co.*, 1 Vesey.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, May 23.

Judicial Abandonments.

Zoël Gagnon, trader, Ste. Agnes, Charlevois, May 16.

Pierre Rhéaume, Levis, April 29.

Joseph Savoie, blacksmith and carriage maker, Plessisville, May 18.

Curators Appointed.

Re Joseph Eugène Dion, Robertson Station.—H. A. Bedard, Quebec, curator, May 19.

Re J. M. Dorion, Staynerville.—Kent & Turcotte Montreal, joint curator, May 20.

Re Emile Lacas & Co.—J. M. Marcotte, Montreal, curator, May 20.

Re Médéric Lapointe, carriage maker, parish of St. Liguori, May 6.

Re Thomas Mercier.—F. Valentine, Three Rivers, curator, May 13.

Re A. Paradis, Montreal.—Bilodeau & Renaud, Montreal, joint curator, May 12.

Dividends.

Re A. Labelle & Co., St. Henri.—First and final dividend, payable June 9, W. A. Caldwell, Montreal, curator.

Re J. B. O. Langlois.—First and final dividend of 5 cents, payable June 1, J. M. Marcotte, Montreal, curator.

Re A. Lanthier, Waterloo.—First and final dividend, payable June 9, W. A. Caldwell, Montreal, curator.

Re Victor Lesage, Pont Rouge.—First and final dividend, payable June 8, H. A. Bedard, Quebec, curator.

Re Lindsay, Gilmour & Co., Montreal.—First dividend, payable June 22, Kent & Turcotte, Montreal, joint curator.

Re Archibald McNair, New Richmond.—First and final dividend, payable June 8, H. A. Bedard, Quebec, curator.

Re Joseph Ménard.—First and final dividend, payable June 10, J. C. Desautels, St. Hyacinthe, curator.

Re David Pettigrew, Isle Verte.—First and final dividend, payable June 8, H. A. Bedard, Quebec, curator.

Re Georges Stewart.—First dividend, payable June 10, C. Desmarteau, Montreal, curator.

Re Edward H. Tarbell.—First and final dividend, payable June 9, J. H. Brassard, Knowlton, curator.

Separation as to Property.

Eliza Jane Thompson vs. Edwin Ham, farmer, township of Barnston, May 21.

DENTAL LAW IN ITALY.—A law has recently been passed in Italy by which it is enacted that whosoever desires to practise dentistry must have the degree in medicine and surgery. It is not, however, in any way retrospective, and does not affect those who are already in practice who may not have the medical qualification. This is, indeed, a progressive step, and we trust that France, in framing the projected Dental Act, will follow upon the same lines, and not make dentistry a separate profession, and that those countries where the latter position has been taken up will, before long, insist upon the higher standing.—*Lancet.*