*SUPERIOR COURT—MONTREAL.**

*Action en reddition de compte—Réponse au plaidoyer au lieu de débats du compte.*

*Jugé*:—Que quoique la procédure à suivre, suivant la loi, dans une action en reddition de compte, est que sur la production du compte par le rendant compte, le demandeur, devenant oyant compte doit, s'il n'accepte pas le compte, produire des débats du compte, néanmoins lorsqu'au lieu de produire tels débats le demandeur aura répondu au plaidoyer et aura nié ses allégués et conclu à son rejet, et que de consentement les parties auront procédé à la preuve pour et contre le compte, la Cour procèdera à rendre un jugement et à établir le compte entre les parties comme s'ils avaient procédé régulièrement.—*Thomas* v. *Cowie*, Würtele, J., 24 octobre 1889.

*Contract — Unlawful consideration — Book — Good morals—Arts.* 989, 990, *C. C.*

*Held*:—That the works of an author are not contrary to good morals within the meaning of Art. 990, C. C., unless they are so immoral as to be punishable under the criminal law. The mere fact that a book has been placed in the *index librorum prohibitorum* by the Congregation of the Index, will not affect the validity of a contract made by a bookseller with an agent, for procuring subscribers to such work.—*Taché* v. *Derome*, Davidson, J., April 26, 1890.

## FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)



### CHAPTER III.

OF INSURABLE INTEREST, THE SUBJECT INSURED, AND WHO MAY BECOME INSURED.

[Continued from p. 216.]

§ 100. *Location of subject insured.*

It is important that the location of movables insured be stated correctly.

In 2 Hall's N. Y. Rep. is the case of the *N. Y. Gaslight Co.* v. *The Mechanics' F. I. Co.* of the city of New York. The plaintiffs insured for seven years $5,000 on fixtures placed, or to be placed, in buildings in New York. At the date of the policy they had fixtures in the buildings to over that value, and afterwards placed others there to over $100,000 value. A fire occurred, and fixtures were destroyed; some of them had been placed before the date of the policy, but some only after. It was held that they were all covered by the policy. This policy was plainer than Joseph's which would have been clearer had it read, contained, or "to be contained."

Insurance was effected on wearing apparel, household furniture, all contained in a certain dwelling house on lot 6, etc. The insured sustained loss of apparel while wearing it away from the dwelling house. Held, that this loss was covered by the insurance. The insured repelled demurrer by insurers in first instance, and in appeal again the demurrer to insured's petition was held bad. (Vol. 33, Am. Rep., Iowa, 1879.) Semble, if the insured were at a distance, say in a hotel at a distance, he might as well have been allowed to sue.

§ 101. *Stock-in-trade.*

The term "stock in trade," when used in a policy of insurance in reference to the business of a mechanic, includes not only the materials used by him, but also the tools, fixtures and implements necessary for carrying on his business.[1]

*Watchorn* v. *Langford*[2] was an action against the Eagle Insurance Company. The plaintiff, a coach plater and cow-keeper, insured his "stock in trade, household furniture, linen, wearing apparel and plate," against fire for one year. A fire happened within the year, and consumed, amongst other things, a large stock of linen drapery goods, which he had purchased a short time before on speculation, and which, it was contended, were protected by the policy under the denomination "linen." But Lord Ellenborough was clearly of opinion, that the word in the policy did not include linen drapery; *noscitur a sociis*, and therefore the linen being preceded by the words "household furniture," and succeeded by "wearing apparel," must mean *household linen* or apparel.

* To appear in Montreal Law Reports, 6 S.C.

[1] *Moadinger* v. *Mechanics' Fire Ins. Co.*, 2 Hall, 490.
[2] 3 Campb.