

fore there is no question of a fraudulent intention on the part of Desmarais in this case. The property insured by him was his own property, free from any claim on the part of anybody. There was no possible interest, which the defendant could have had in question as of these promissory notes debt, which Desmarais might have owed at the time.

It is not proved that a representation of that kind could have been of a nature to diminish the appreciation of the risk.

I am of opinion also that the Court was right in setting aside this particular contention on the part of the defendant.

Then defendant further pretended that the automobile had been overvalued. This has not been proved, on the contrary, it has been proved that Desmarais gave Ouimet \$1500 for the machine and that the present plaintiff gave Desmarais more than \$1500 for it.

After the machine had been for sometime in the garage, No. 82 Villeneuve Street, the plaintiff bought it from her brother and continued to keep it in the same garage, the transfer was notified to the defendant and was accepted by it.

There is very much reason to hold that this acceptance of a new owner of the machine in question and an application of the policy that the new owner by the defendant would cover any untrue representation, which had previously been made with regard to matters then wholly past, provided that all representation and warranties appearing that policy and strickly true and comply with by the new owner.

I am of the opinion that the judgment of the Court below is well founded and ought to be confirmed.