

the risk, the plaintiff had erected other buildings on the ground marked *vacant*, and immediately contiguous to the premises insured, and that the risk was thereby increased. But the Court rejected the evidence, unless the defendants meant to show that the intention of the plaintiff at the time of effecting the insurance, was to erect these buildings, and that he had concealed that intention, or that the fire was occasioned by or originated in the adjacent buildings so erected. The defendants appealed to the Superior Court of the City of New York, where, however, the decision of the Court below was affirmed. This case is referred to, and a similar decision made in *Gates v. Madison Co. Mut. Ins. Co.*<sup>1</sup> Is this sound? Is a man bound to keep *vacant* land?

Sometimes French companies' conditions allow them to cancel, in any case of fraud, all policies existing.

It will be observed, that by this doctrine, the effect of *promissory representations*<sup>2</sup> in invalidating the policy is not *entirely denied* as in *Alston v. Mechanics Mut. Ins. Co.*, but limited in an important particular. There appear to be no other cases in the reports where the same doctrine is maintained, neither is it recognized by any of the writers on insurance. Indeed, it seems to be opposed to the general principles governing that branch of the law, and to work an entire change in the mode of construing representations, whether affirmative or promissory. If, as has been before stated (and in regard to this the decisions leave no room for doubt), a representation of the occupation of a building, or the national character of a ship, means not only that such is the fact at the time the statement is made, but also that it will continue substantially so during the risk, it is difficult to see why a representation of the situation of the property insured in regard to other buildings, being a matter equally material to the risk, should not receive as broad a construction.

<sup>1</sup> 1 Selden, 469.

<sup>2</sup> What are promissory representations? Nothing but warranties after all. Where they are held by Duer to be warranties, are they not so in substance? Take the case in 1 Campb., for instance. It would be more correct to say, representations are not generally warranties, but may be so, when involving promise for future conduct.

### INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 18.

#### Judicial Abandonments.

Adjutor Bernier, stationer, Levis, Oct. 14.  
Widow Joseph Côté, St. Roch de Québec, Oct. 8.  
F. X. L. Mercier, painter, St. Joseph de Levis, Oct. 14.

#### Curators appointed.

Re F. X. Billy, Arthabaska Station.—Kent & Turcotte, Montreal, joint curator, Oct. 15.  
Re Armand Boyce.—Henry Miles, Montreal, curator, Oct. 13.  
Re J. L. Laurier.—Bilodeau & Renaud, Montreal, joint curator, Oct. 15.  
Re Damase A. Morin, Fraserville.—H. A. Bedard, Quebec, curator, Oct. 10.  
Re Auguste Perron, Quebec.—D. Arcand, Quebec, curator, Oct. 13.  
Re Wm. Sipling.—F. W. Bury, Montreal, curator, Oct. 15.  
Re George Woods, trader, Montreal.—J. U. Faucher, Montreal, curator, Aug. 29.

#### Dividends.

Re Beaudet & Chinic, Quebec.—Third dividend, payable Nov. 4, D. Rattray, Quebec, curator.  
Re Duncan Campbell & Son, Montreal.—Second and final dividend, payable Nov. 3, A. F. Riddell, Montreal, curator.  
Re Charles Lemire.—First and final dividend, payable Oct. 25, Bilodeau & Renaud, Montreal, joint curator.  
Re Albert Manseau, Plaisance.—First and final dividend, payable Nov. 4, C. Desmarteau, Montreal, curator.  
Re Montreal Moulding & Mirror Manufacturing Co.—Second and final dividend, payable Nov. 4, A. F. Riddell, Montreal, liquidator.  
Re Miss H. Mousseau.—First and final dividend, payable Oct. 25, Bilodeau & Renaud, Montreal, joint curator.  
Re Louis Robert.—First and final dividend, payable Oct. 25, Bilodeau & Renaud, Montreal, joint curator.  
Re Wm. Rourke.—First dividend, payable Nov. 3, J. N. Fulton, Montreal, curator.  
Re Narcisse Thérout, St. David.—First and final dividend, payable Nov. 4, C. Desmarteau, Montreal, curator.

#### Separation as to Property.

Clara Nadon vs. Jean Baptiste Lalumière, Montreal, Oct. 9.  
Ellen H. O'Brien vs. Charles N. Trudeau, blacksmith, Oct. 11.  
Georgiana Paradis vs. Joseph N. Massicotte, tin-smith, Farnham, Oct. 7.