

"pay by and out of the monies and effects of the said contributionship;" and where the recourse of the insured was held to be only in equity, not action at law. Much more necessary is it in America to advise the insured to see to the character of the company with which he insures, its capital paid up, the conditions printed upon its policies, and its manner of dealing, usually, with sufferers after a fire. Companies that advertise largely cards of thanks, as from the insured to them, upon their paying their debts, ought to be avoided. I can never read such immoral "cards" without these words being recalled to my memory, from an old comedy :

hoc tempore,
Si quis quid reddit, magna habenda est gratia.

§ 33. *Particular stipulations of some English companies.*

An English policy declared that in case of loss the society would pay out of their funds, etc., and stipulated and declared that the subscribing three directors should not as members of the society be liable except under the articles of the society. The plaintiff stated that the funds of the association were adequate to pay. It was held that the defendants' declaration and stipulation were substantially a covenant by them to be responsible as far as the funds of the insurers would suffice, and the plaintiff obtained judgment at law.¹

§ 34. *Trivial conditions and important.*

Matters apparently insignificant are often of great importance. It is all very well to talk of things as trivial, but it is difficult to define what should fall within the category of small things, and what should not, observed Lord Penzance in the case of *Quebec Marine Ins. Co. v. Commercial Bank of Canada*.²

§ 35. *Defects in application sometimes not fatal.*

A policy required the application to set forth whether the property was incumbered, and to what amount; also, whether the in-

sured had estate less than fee, and its nature. The application was silent, and contained no question on this head; but a policy was issued. Held, that it was no defence to the action that the application was silent, and ought to have declared things.³

[To be continued.]

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, May 17.

Judicial Abandonments.

Michael Babcock, doing business under name of R. Millard & Co., railway supplies, Montreal, May 1.

Dame Elodie Côté, doing business under name of J. E. Dupuis, St. Henri, May 7.

Elzéar Hudon dit Beaulieu and Marie Delima Auger (E. Beaulieu & Co.), Windsor Mills, May 9.

Jean Baptiste Lafontaine, Chambord, lumber merchant, May 7.

Prosper Lafontaine, Lake Bouchette, lumber merchant, May 7.

Pierre Plourde, Fraserville, May 13.

Curators appointed.

Re Michael Babcock (R. Millard & Co.), Montreal.—A. F. Riddell, Montreal, curator, May 8.

Re Jean Baptiste Genuéux.—C. Labelle, Sorel, curator, May 13.

Re Arthur Laurent, Sherbrooke.—Kent & Turcotte, Montreal, joint curator, May 12.

Re Cléophas Martineau, St. Felix de Valois.—Kent & Turcotte, Montreal, joint curator, May 12.

Re P. Massicotte, St. Luc.—Kent & Turcotte, Montreal, joint curator, May 13.

Re J. P. Perrault, Ste. Anne la Pérade.—H. A. Bedard, Quebec, curator, May 13.

Re Phillips & O'Sullivan, plumbers, Quebec.—L. P. Robitaille, Quebec, curator, May 9.

Dividends.

Re Anselme Asselin, St. Joseph d'Alma.—First dividend, payable May 30, D. Arcand, Quebec, curator.

Re A. E. Désautels, trader, St. Pie.—First and final dividend, payable June 2, J. C. Désautels, N. P., St. Hyacinthe, curator.

Re Isaïe Fréchet, St. Hyacinthe, doing business as James Aird & Co.—Second dividend, payable June 3, J. Morin, St. Hyacinthe, curator.

Separation as to Property.

Marie Plessis dit Laferté vs. Hilaire Ricard, trader, St. Guillaume d'Upton, May 2.

Mathilda Millette vs. Gustave Bousquet, baker, Montreal, Aug. 3, 1899.

APPOINTMENTS.

Joseph E. Robidoux, to be Secretary and Registrar of the Province of Quebec, May 8.

J. R. Thibaudeau, to be sheriff for the district of Montreal, in the place of P. J. O. Chauveau, deceased, May 9.

C. A. E. Gagnon, N. P., to be sheriff for the district of Quebec, in the place of Alleyn & Paquet.

¹ *Andrews v. Ellison et al.*, 6 Moore.

² In the Privy Council, 1869.

³ *Dohn v. Farmers' Joint Stock Ins. Co.*, 5 Lansing, 275; 5 Bennett, 361.