quainted with the subject (though they have not filled any official appointment, such as judge, or advocate, or solicitor) be deemed competent to speak upon it? * * * All persons, I think, who practice a business or profession which requires them to possess a certain knowledge of the matter in hand, are experts, so far as expertness is required." On the other hand, in *Bristow* v. *Sequeville*, 5 Ex. 275, the Court of Exchequer refused to allow the law of Prussia as to a question of stamp duty to be proved by a witness who had merely studied that law at the University of Leipsic. Mr. Baron Alderson inquired why, if the evidence were admissible, "may not a Frenchman, who has read books relating to Chinese law, prove what the law of China is." This decision was followed not long ago by Sir James Hannen (*In the Goods of Bonelli*, 24 W. R. 255; L. R., 1 P. D. 69), who refused to decide a question of the testamentary law of Italy upon the affidavit of a gentleman who described himself as a "certified special pleader" and "familiar with Italian law," there being nothing to show that his familiarity with the Italian law was obtained otherwise than by studying it in this country. And the same judge gave a similar decision last week in *Cartwright* v. *Cartwright and Anderson*, an undefended divorce suit, the marriage between the parties having been celebrated at Montreal. In order to prove the validity of the marriage according to the law of Canada, the counsel for the petitioner called Mr. Bompas, Q.C., who deposed that he was familiar with Canadian law, having practiced for many years in Canadian appeals before the Judicial Committee of the Privy Council, which is the final Court of Appeal for the Dominion of Canada. Sir J. Hannen declined to admit Mr. Bompas' evidence or to hold that an English barrister by practicing before the Privy Council becomes an expert as to any system of law in respect of which the Privy Council may be the final Court of Appeal.—*Solicitors' Journal.*

LEASE, VOID OR VOIDABLE.—In *Davenport* v. *The Queen*, (London L.T., Feb. 9, 1878, p. 727), *Held*, That a clause in a lease declaring that it shall be void upon a breach of conditions by the lessee, means that it is voidable only at the option of the lessor, even if the condition was imposed by statute.

REPORTS AND NOTES OF CASES.

SUPERIOR COURT.

Montreal, June 28, 1878.

JOHNSON, J.

MASSÉ v. HOCHELAGA MUTUAL INSURANCE CO.

Insurance Policy—Condition—Waiver.

A condition in a policy of a mutual fire insurance company provided that in case any promissory note for the first payment on any deposit note should remain unpaid for 30 days after it was due, the policy should be void as to claims occurring before payment. *Held*, that the company, accepting a note for such first payment, but acknowledging receipt by the policy as for cash paid, waived the condition.

JOHNSON, J. This is an action to recover the amount of a loss by fire on the 15th August, 1877, under a policy of insurance for three years from the 10th March, upon an engine lathe in a building described in the policy. The plaintiff alleges the execution of the policy, the giving of his deposit note for $79.24, and the payment of the first assessment on it amounting to $11.89. Then he alleges the fire, and destruction of the thing insured, and notice of loss. The defendants plead, besides the general issue, two pleas. By the first, they set up the 19th condition of the policy, which provides that in case any promissory note for the first payment on any deposit note shall remain unpaid for thirty days after it is due, the policy shall be void as affects all claims for loss occurring during the time of such non-payment, subject, however, to revival after payment; that the plaintiff gave his deposit note for $79.24, as alleged, on which a first payment of $12.05 ought to have been made when the policy issued; but instead of paying that sum in money, the plaintiff gave his note at thirty days, which became due on 12th of April, and remained due at the time of the fire, which was on the 15th of August. Second, the defendants set up the 12th condition of the policy, by which notice of fire and proof of loss are to be made within 30 days after a fire; and they also set up the Provincial Statute of Quebec, 40 Vic. c. 72, sec. 28, which provides for such notice and proofs of claim, and obliges the company within 30 days afterwards to ascertain and determine the amount of loss, and notify the claimant of their determination by a prepaid and registered letter, and makes the amount of loss payable in three months after the receipt