to cover a loss of, say, $3,000 happening to No. 105; or is the insurance to read $4,000 on the two houses, to wit, $2,000 on each? The two apparently are insured as one *corps*.

Suppose a condition in an insurance policy to read, "no furnace shall be introduced into said house without leave in writing of the insurers being obtained." Would parol license be no good, as in *Roe* v. *Harrison*.[1] Suppose the reading to be "*previous* leave in writing," and leave in writing be obtained *after*; surely that would do.[2] So here are examples of, 1st, literal interpretation; 2nd, non-literal interpretation.[3]

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*SUPERIOR COURT—MONTREAL.**

Capias—Assignment by debtor in trust—Demand of judicial abandonment—Art. 798, C. C. P.—Legal attorney.

Held:—1. Affirming the judgment of *Wurtele, J.*, M. L. R., 6 S. C. 234, That where a creditor, by filing his claim with the trustee and receiving dividend, has acquiesced in a voluntary assignment in trust made by his debtor for the benefit of his creditors, such creditor is estopped from demanding, immediately after, that the debtor shall make a judicial abandonment; and therefore he is not entitled to obtain the issue of a writ of *capias* on the ground that his debtor has refused to make a judicial abandonment.

2. An attorney *ad litem*, even when he holds a power of attorney "to take all such steps by legal proceedings or otherwise as he might think necessary," is not authorized, under Art. 798, C.C.P., to make the affidavit for *capias*, the "legal attorney" referred to in the article being not the procurator *ad litem*, but the procurator *ad hoc negotium*.—*Boston Woven Hose Co.* v *Fenwick*, in Review, Johnson, C. J., Jetté, Tellier, JJ., Nov. 15, 1890.

Municipal Law—Meeting of Municipal Council—Adjournment—By-law, Publication of.

Held:—When a general meeting of a municipal council, regularly summoned, has been properly adjourned to another day, the meeting held in pursuance of such adjournment is regular and legal, although not preceded by the notice required for the original meeting, the adjourned meeting being a continuation of the original meeting, and the two forming together but one session.

2. Where a *procès-verbal* has been on the table during the deliberation of the council thereon, and the members of the council and the persons interested therein who were present knew the tenor of such *procès-verbal*, it was not necessary to read the *procès-verbal*, the examination consisting in such case of the discussion with full knowledge of its contents.

3. Where it has been decided by a resolution that a councillor is not personally interested, such resolution is final and has full effect.

4. Where the notice given by the secretary-treasurer of the passing of a by-law is irregular and insufficient, such irregularity does not entail the nullity of the by-law, but merely suspends its going into execution until duly published.—*Provost* v. *Corporation de la Paroisse de Ste. Anne de Varennes*, Wurtele, J., Sept. 1, 1890.

Railway Act—Expropriation—Indemnity to Proprietor—Trees felled near railway line.

Held:—1. The amount awarded for the right of way for a railway is compensation, under sections 146, 147 and 152 of the Railway act, 51 Vict. (D) ch. 29, not only for the land taken by the railway, but also for the damage likely to be occasioned to the proprietor during the construction of the railway.

2. Railway companies have the right, under paragraph (*e*) of section 90 of the Railway Act, to fell and remove trees which stand within six rods of the railway, and the damage which may result from the exercise of this right forms part of the damages to be covered by the compensation awarded to the person whose land is expropriated; and he has no action to recover any additional amount for the value of trees within this limit which may be cut down and removed by the railway company.—*Evans* v.

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[1] 2 T. R. 425.

[2] Yet according to the English Law of Trustees it would not. See Hill on Trustees, p. 389.

[3] If on change of name by a widow, loss of legacy is ordered by will, she does not lose the legacy if she remarry with a man of the same name, though the testator meant to prevent her marrying again.

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