immediately used for the purpose. That even after this information had been furnished in the form requested (it having been impossible for him to use this form before he got one), the Company asked for and got further information, which they asked for by a subsequent letter of the 27th of September.

There are, therefore, two points to be considered: first, whether there was a material concealment, and, secondly, whether the thirty days rule had been complied with to the extent of the plaintiff's power, and with the consent of the Company, which would thus have waived the condition. We are unanimously for the plaintiff on both points. With respect to the proof of these special answers, it is complete on all points. The so-called threat was apparently one of those senseless things that reckless men say at times of excitement to show their fitness for free institutions. No one attached any importance to it; and such as it was, it referred to that very night, which not only passed away without harm, but the application for insurance itself was only made four months afterwards. As to the second point, it seems to have been virtually abandoned by the Company itself. The evidence of Alexander Taylor shows that the agent of the Company, when certain invoices were produced which the Company had called for—stated that he had all that was required to lay before the Board, and the claim was resisted solely on the ground of the non-disclosure of the threat. The doctrine with respect to furnishing proofs within a stipulated time was enforced in the case of *Whyte* v. *The Western Assurance Company*. That doctrine never extended to saying there could be no waiver; but merely applied the stipulation where there was nothing to modify it. We therefore confirm the judgment which was given for the plaintiff.

Bethune & Bethune for plaintiff.

Davidson, Monk & Cross for defendants.

SUPERIOR COURT.

MONTREAL, February 16, 1880.

MACDOUGALL v. THE MONTREAL WAREHOUSING CO.

Rate of Interest on Company Debentures—Interest on amount of coupons.

The plaintiff claimed the sum of $170.33, amount of coupons due on bonds. The defence was that the bonds were issued under 37 Vic., ch. 57 (Quebec), and that the Legislature could not enact a law authorizing the Company to enter into any contract binding on the Company, by which a rate of interest higher than six per cent. was to be paid, and that the coupons being at the rate of seven per cent, the obligation was void, or at most, good only for six per cent. The answer to this was that the Company was authorized to borrow, and could legally agree to pay seven per cent., or such other rate as might be specially agreed on, which was all that was done here.

MACKAY, J., maintained the pretention of plaintiff, and judgment went for the amount sued for, $170.33. There was a question raised as to interest on the amount of the coupons. The plaintiff contended that they were like promissory notes, on which interest commenced to run as soon as they became due. The Court did not find this view to be in accordance with the law in force here, and allowed interest only from the institution of the action.*

R. A. Ramsay for plaintiff.

Lunn & Cramp for defendants.

GENERAL NOTES.

RESULT OF APPEALS IN ENGLAND.—London *Truth* says:—"Some time ago I published some statistics as to the reversals of the various judges. Here are the complete returns for the year 1879, as contained in volumes X., XI. and XII., Law Reports, Chancery Division:—M. R. Jessel—Affirmed, 7; reversed, 4. V. C. Malins—Affirmed, 8; reversed, 10. V. C. Bacon—Affirmed, 17; reversed, 12. V. C. Hall—Affirmed, 8; reversed, 9. Fry, J.—Affirmed, 4; reversed, 13. Total affirmed, 44; total reversed, 48. In the volume of House of Lords appeals for 1879, it appears that the Court of Appeal was affirmed sixteen times and reversed three, and that the Scotch Court of Session was affirmed sixteen times and only reversed twice. Every lawyer should remember the Vice Chancellor in his prayers."

---

* A similar judgment was rendered on the same day in the case of *Davidson* v. *Montreal Warehousing Co.*