

	PAGE
INDICATION OF PAYMENT:—An, in favor of the creditor of a vendor of an immoveable, in a deed of sale duly registered, ensures to the benefit of such creditor, who thereby becomes entitled to be collocated for the amount so indicated to be paid, on the proceeds arising from a judicial sale of such immoveable. (The Trust and Loan Co. of Canada, appellant, and Dupras, respondent, Q. B.).....	239
INSOLVENT ACT OF 1875:—An assignee under the, who sells real estate subject to a mortgage, has a right to his commission on the amount of his mortgage as well as on the portion of the purchase money paid in cash. (<i>In Re David, Ins., and Benoitell, assignee, and The Trust and Loan Co. of Canada, petitioner, C. of R.</i>).....	156
INSURANCE:—Where the freight of a schooner was insured for a voyage "from Mingan, on the North Shore, to Recollet, via Cow Bay, Cape Breton," and from Recollet to Montreal, and she struck a rock at Bersimis, prior to reaching Mingan, and after leaving Cow Bay, proved to be so leaky that she had to be repaired twice at Sydney, and where in the Captain's protest (adopted by the assured) the condition of the vessel was declared to be attributable to the injury received by striking on the rock at Bersimis, the vessel will be held to have been unseaworthy at Mingan; and when she sailed thence, and, consequently, that the insurance never attached. (Leduc, appellant, and the Western Assurance Co., respondent, Q. B.)...	55
" :—A clause in a fire policy, that the house was " <i>à être lambrissée en brique</i> ," does not constitute a warranty of a promissory nature that the house will be immediately covered with brick, but merely expresses the intention of the insured to brick the building when circumstances would permit. Moreover, if the Insurance Company, after the expiration of a year, accepts a renewal premium while the house is still, to their knowledge, in the same state, the company cannot take advantage of the words cited. (The Northern Assurance Company, appellant, and Provost, respondent, Q. B.).....	211
" :—Where the value of the property is not easily arrived at, and the evidence is conflicting, a claim will not usually be held to contain over-valuation, unless the amount demanded be about double the actual value. An apparent over-valuation of about 20 per cent. was in the present case held not fraudulent. (Do.).....	211
" :—Until the premium is paid on an application for life insurance, the insurance does not attach, and, therefore, where the ostensible applicant is unable to pay the premium, and another party, as a matter of speculation and without having any interest in the life of the applicant, pays the premium and takes a transfer of the policy prepared by anticipation in the name of the applicant, the policy in the hands of such person is void. (Vézina, appellant, and the New York Life Insurance Company, respondent, Q. B.).....	232
" :—When a vessel is seaworthy at the port of departure named in a marine policy, and becomes unseaworthy afterwards by striking on a rock during the voyage, the insurance risk attached at the time she left port. (Leduc, appellant, and the Western Assurance Company, respondent, Q. B.).....	280
" :—Under the sue and labor clause in the policy, the assured had a right to recover the proportion of the cost of repairs caused by striking on said rock, which the value of the vessel bore to the sum insured, in addition to the sum insured; the vessel having been totally wrecked subsequently to the making of said repairs. (Do.).....	280
LEASE:—An authentic, duly registered, does not entitle the lessee to file an opposition <i>a fin de charge</i> to a seizure of the property leased. (<i>Desjardins et al. vs. Gravel et al.</i> , and Langevin dit Lacroix, opposant, S. C.).....	105

LEASE:

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