

Where an insurance is taken for the benefit of another than the party effecting the insurance, extrinsic evidence may be resorted to for the purpose of ascertaining the interests intended to be covered.¹

In the case of *North British Mercantile Ins. Co. v. Moffatt et al.*, a policy was issued covering "merchandise (the assured's own), in trust or on commission, for which the assured are responsible," in or on certain warehouses, wharves, &c., of which Beal's wharf was one. Certain chests of tea were destroyed by fire at Beal's wharf. The teas had been deposited in bond by the importers with the wharfinger, who issued warrants for them. *Moffatt et al.* had bought the teas from the importer, who endorsed the warrants to *Moffatt et al.* in blank. *Moffatt et al.* had resold the teas in lots, and been paid for them. They held the warrants, however, but for their customers. Fire happened. The insurance company paid what *Moffatt et al.* claimed, it being agreed that they might sue to recover it back, on the ground that they were not liable. The Common Pleas held plaintiffs to be right, and that at the time of the fire the teas were no longer at the risk of *Moffatt et al.*; the teas were not within the words of the policy, "in trust or on commission, for which they are responsible." Judgment went for plaintiff.²

¹ *Lee et al., Respds., v. Adair et al., Appls.*, 16 Tiffany, N.Y. The policy contained a clause: "property held in trust or on commission must be insured as such, otherwise the policy will not cover such property." L. & H. were paid in full for their loss, but would not admit A. & Co. to participate, though A. & Co. declared, after the fire, to approve all policies taken by L. & H. It was proved that before the fire A. & Co. had in conversation admitted that their stuff with L. & H. was at their own risk at their agents. A. & Co. were sued in *assumpsit* on account, and were condemned in favor of L. & H., who wished to get some insurance money. 10 Tiffany's Rep., p. 89. It is not sufficient, in such cases, that the owners had an interest to which such an insurance might extend. It must be shown that the owner was the one for whom the insurance was, in fact, intended. Extrinsic evidence may be resorted to, to show what interests were, in fact, meant to be insured. Duer, 9th Lect. cited.

² Common Pleas, Nov., 1871.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Sept. 20.

Judicial Abandonments.

Robert G. Berry, veterinary surgeon, Sherbrooke, Sept. 16.

Dame Marie Goyotte, doing business under name of Dame Louis Baril & Cie., Iberville, Sept. 11.

George H. Gauvreau, dry goods, Montreal, Sept. 17.

Curators appointed.

Re France Binette, carriage-maker, St. Ferdinand d'Halifax.—J. E. Méthot, Arthabaskaville, curator, Sept. 15.

Re Wm. Donahue & Co., wholesale grocers, Montreal.—A. L. Kent and A. W. Stevenson, Montreal, joint curators, Sept. 18.

Re Emery Lacasse, plumber.—Bilodeau & Renaud, Montreal, joint curator, Sept. 15.

Re Joseph L'Abbé, trader, Québec.—H. A. Bedard, Québec, curator, Sept. 15.

Re Albert Manseau.—C. Desmarteau, Montreal, curator, Sept. 11.

Re James Roberts.—C. Desmarteau, Montreal, curator, Sept. 12.

Re A. F. Weipert & Co., traders, Québec.—H. A. Bedard, Québec, curator, Sept. 17.

Dividends.

Re A. Barré, trader, l'Ange Gardien.—First and final dividend, payable Oct. 10, J. Morin, St. Hyacinthe, curator.

Re A. Hubert Bernard, trader, St. Jean, Isle d'Orléans.—First and final dividend, payable Oct. 6, H. A. Bedard, Québec, curator.

Re Thos. Gédéon Chenevert, St. Cuthbert.—First and final dividend, payable Oct. 6, A. Lamarche, Montreal, curator.

Re Auguste D'Anjou, trader, St. Mathieu.—First dividend, payable Oct. 6, H. A. Bedard, Québec, curator.

Re P. E. Fugère, grocer.—First and final dividend, payable Sept. 26, Bilodeau & Bedard, Montreal, joint curator.

Re Wm. Gariépy, Montreal.—Dividend, payable Oct. 10, J. Frigon, Montreal, curator.

Re J. P. Perrault, trader, Ste. Anne de la Pérade.—First and final dividend, payable Oct. 6, H. A. Bedard, Québec, curator.

Separation as to Property.

Marie Léa Bessette vs. Xénophile Barbeau, Montreal, Sept. 12.

Marie Lacouture vs. Bruno Mongeon, N.P., Montreal, Sept.

Appointments.

Louis Rainville and Henri Laurier, of Arthabaskaville, to be joint prothonotary of the Superior Court, Clerk of the Circuit Court, Clerk of the Crown, Clerk of the Peace and of the Sessions of the Peace for the district of Arthabaska.