INDEX TO PRINCIPAL MATTERS.

3 1

116

135

138

that the error in the description of the house was made by the agent of the insurers, and that the increased number of tenants were not in the house either at the time of the effecting of the Policy, or at that of the fire. (Somers vs. Athenaum Insurance Society, S. C.) The true description of the premises need not be alleged in the decla--An answer to a plea by defendant alleging the misdescription may be made, admitting the misdescription, but charging the error upon the 'I he parol testimony of the Agent is sufficient to sustain the answer It makes no difference that the policy was for a year before the fire in plaintiff's possession unobjected to, with a printed notice upon it to -Or, that the diagram to which reference was made, both in the interim receipt and in the policy, corresponded with the description in the policy. (Do.)..... Under a clause in a policy of Insurance, that if there appear Traud in the claim made to a loss, or false swearing or affirmation in support. thereof, the claimant shall forfeit all benefit under such, policy, the Court will reject the claim of the Polley, holder, if the Company establish that the claim is unjust and fraudulent, and far in excess of the actual loser to 'the knowledge of the polley holder. (Grenier et vir, vs. The Monarch Fire and Life Assurance Company, S. C.) 100 In a case such as the above general evidence may outweigh positive testimony, where the latter is not consistent, and where there are presumptions against its truth. (Do.) The condition of a policy imposing the penalty of a forfeiture of all femedy won it in the event of any fraudulent overcharges is not comminatory, and will be carried out, if such overcharge be proved, (Thomas et al., vs. The Times and Beacon Fire Assurance Company promissory, note payable to the order of a Mutual Insurance Company ven in payment of premium of Insurance, is negotiable. "(Wood A memorandum at the foot of such a note indicating its consideration does not limit its negotiability." (Do.) The indorsement of such a note by the Secretary of the ompany, in that capacity, is sufficient to pass the title to the note when an implied authority in him to do so has been shown by proof of the ordinary course of business of the Company, that the directors had effected the . arrangements with the holders of which the transfer of the note formed part and that the Company had received the consideration of such transferl (Do.) ... INTERVENTION :- When allowed, the party intervening may plead to the action, and this, notwithstanding that the plaintiff may have pleaded to the Interventioni (Beaudry vs. Laflamme, and Davis Igtervening party, S. C.) 253 Jodon in banco may revise and reverse the rule of another. Judge of the Court sitting at Enquêle. (Scott et al., vs. Scott et al., S. C.) 134 JUDGMENT OF DISTRIBUTION may be contested, before its homologation, on cause being hewn, aut on payment of costs. (Prévost, ts. De Lesderniers, and thinghin, Opposant, contesting, S. C.).... JUDICIAL SALE Pide ACTION REVOCATOIRE.