from so regarding it; that at the most it could only be upheld for the purpose for which it was assigned, which purpose had not been fulfilled.

Parsons v. Standard Insurance Company.

Insurance—Prior insurance—Substitution.

Held, in an action on a policy of insurance, that an unintentional error on the part of the applicant for insurance in the name of one of the companies in which he was already insured, where the true amount of the insurance was given, did not vitiate the policy.

Held also, that the true amount already upon the property being given, the fact that one policy was allowed to drop or be cancelled, and another for a like amount to take its place in a different company, did not avoid the contract of insurance, because of the non-communication of the substituted policy to the insurers; but that the 8th statutory condition (R. S. O. ch. 162) had been substantially complied with, it being merely directed against the increase of the risk without the consent of the insurer.

McCarthy, Q.C., for plaintiff.

Bethune, Q.C., contra.

Regina v. Ray.

Criminal law—Conviction—Mandamus to enforce.

The Court refused to grant a mandamus compelling the mayor of a municipality to issue a warrant on a conviction made by him, where the conviction was open to grave objections.

Johnson, for the Crown.

Ferguson, Q.C., contra.

Marrin et al. v. Stadacona Insurance Company.

Fire Insurance—Loss, if any, payable to third party—Cancellation—Right of insured to recover.

Plaintiffs effected an insurance with defendants, "loss, if any, payable to H.," as security for goods supplied by H. to them. The policy was held by H., and the judge found on the trial that it was handed over, by some mistake of the latter's clerk, among a number of other policies, to defendants, for surrender and cancellation.

Held, that plaintiffs were entitled to recover, and that the action could not have been properly brought in the name of H., whose interest, if any, was wholly contingent on the state of his account with the plaintiffs when the right of action accrued.

Held also, that in the case of a policy such as this, the payee cannot deal with it as his own, and agree to its cancellation. He may surrender his claim under it, but the owner of the property, who is named as the insured, if he retain his interest in the property, is entitled to the insurance to the extent of such interest.

Ferguson, Q.C., and *O'Sullivan*, for plaintiffs.

Robinson, Q.C., and *O'Brien*, contra.

Regina v. Wilson.

Criminal information.

The Court, following recent English decisions, confirming the granting of permission to file a criminal information for libel to the case of persons occupying an official or judicial position, and filling some office, making it for the public interest necessary that such jurisdiction should be exercised for the regulation of the libellous charges made, refused leave to the manager of a large railway company to file a criminal information for libel, on the ground that he did not come within the description of persons referred to.

Robinson, Q.C., and *E. Martin*, Q.C., for applicant.

McCarthy, Q.C., and *Watson*, contra.

Regina v. Bannerman.

Criminal law—Forgery—32, 33 Vict., cap. 19, sec. 54—Corroborative testimony.

On an indictment for forgery of the prosecutor's name as indorser of a promissory note, the prosecutor swore that he had not endorsed the note, that it was not his writing, that he had never authorized the prisoner to sign his name to the note, and that