

unauthorized and improper. The bill also prayed an injunction to restrain any such payments, and that the directors might be declared personally liable to make good any payments already made by them.

The directors submitted that although the losses in question were not strictly within the terms of the policies, they had exercised, a wise discretion in at once offering to satisfy the claims as a matter of favour, and not admitting any liability, believing as they did that such a course was much more conducive to the real interests of the company than a narrow-minded adherence to the strict letter of the provisions contained in the policies. They had obtained the concurrence of a majority of the shareholders to the course taken by them, and the principal insurance-offices, such as the Sun, the Phoenix, the Royal Exchange, and the Alliance, had taken the same view, and voluntarily paid the losses occasioned by the explosion. The Vice-Chancellor said that the question was one of considerable importance as to the management of companies of this description. The Court was extremely careful to prevent the application of money intrusted to directors by the shareholders for any other than the legitimate purposes of the business. At the same time it would not be for the benefit of shareholders that those purposes should be impeded or narrowed. Looking at the provision excluding payment for damage occasioned by explosions, except explosions by gas, he was strongly of opinion that the policies would not cover the loss occasioned by the particular accident. The directors themselves thought that they were under no legal liability, but professed to make the payment *ex gratia*, and in order to promote the interests of the company. Could not, then, the whole body of shareholders sanction such a payment? The damage having been occasioned by something analogous to, though not falling within, the risks insured against by the policy, the question was, whether the company were not entitled, by way of preventing any complaint or litigation, to make good these small losses, rather than incur the risk of being damaged in reputation as an illiberal office.

Upon this question the evidence of the mode of carrying on business by companies of this nature was very material. It appeared that other offices were in the habit of acting liberally in respect of claims of this description not falling strictly within the terms of the policies. Looking at the usage in this respect, there was nothing extreme or unreasonable in the conduct of the company in determining that these losses should be paid. He could have very little doubt that the course taken by the directors, and approved by the majority of the shareholders, was conducive to the welfare of the company, and likely materially to promote its interests. Upon the whole, therefore, the plaintiff was not entitled to a decree, and as he had not come here to secure any benefit to the company, the bill must be dismissed with costs.³

³ Query, as to soundness of this judgment, for the losses might be huge: as in the later case of the explosion at Erith, Sept. 1864.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Sept. 6.

Judicial Abandonments.

Joseph L'Abbé, trader, Quebec, Aug. 29.

A. F. Weipert, trader, Quebec, Sept. 3.

Curators appointed.

Re Amedée Bayard.—P. E. E. de Lorimier and J. M. Marcotte, Montreal, joint curators, Sept. 2.

Re François Bouchard, general merchant, St. Félicien.—N. Matte, Quebec, curator, Aug. 20.

Re Joseph Cadioux.—D. Parizeau, Montreal, curator, Sept. 1.

Re Philippe A. Donais.—C. Desmarceau, Montreal, curator, Sept. 3.

Re Isaac Harris, Lachine.—Kent & Turcotte, Montreal, joint curators, Sept. 3.

Re W. C. Ravenhill, agent.—Kent & Turcotte, Montreal, joint curators, Sept. 3.

Dividend.

Re Lagrenade, Beauchamp & Co.—First and final dividend, payable Sept. 23, C. Desmarceau, Montreal, curator.

Separation as to Property.

Marie Appoline Angéline Boisseau vs. Alfred Massé, trader, Montreal, Aug. 27.

Bella Nachtigall vs. James Lipsky, trader, Montreal, Aug. 27.

Virginie Richard vs. Joseph Massé, trader, Ste. Angèle, Aug. 26.

Court Terms altered.

Circuit Court for County of Brome to be held at Knowlton, 16th and 17th January, March, May, Sept.

Circuit Court, County of Shefford, to be held at Waterloo, 10th, 11th and 12th February, April, June and October.

Circuit Court, County of Missisquoi, to be held at Bedford, 15th and 16th February, April, June and October.

Circuit Court, County of Missisquoi, to be held at Farnham, 18th and 19th January, March, May, and September.