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DIARY FOR NOVEMBER.

1. Wed.. Second Intermediate Examination. All Saints Day.
2. Thurs.. First Intermediate Examination.
3. Fri.... First Intermediate Examination. Draper, C. J., died 1877.
5. Sun... 22nd Sunday after Trinity. Sir J. Colborne, Lieutenant Governor U.C., 1838.
7. Tue... Primary Examination.
8. Wed... Primary Examination.
9. Thurs.. Prince of Wales born, 1841.
12. Sun... 23rd Sunday after Trinity.
14. Tue... Court of Appeal sittings begin.

TORONTO, NOV. 1, 1882.

WE publish in the Law Student's Department the dates of the forthcoming Michaelmas Term Examinations.

THE latest addition to Osgoode Hall Library is a new edition of Wilson's Judicature Act, which will be very welcome. It brings the notes of cases up to June last.

MR. JOHN PEARSON, Q. C., one of the leaders in Mr. Justice Fry's Court, has been appointed to the vacant Judgeship in the Chancery Division of the High Court of Justice in England, caused by the recent resignation of Vice-Chancellor Hall. Mr. Pearson, who was educated at Caius College, Cambridge, was called to the bar at Lincoln's Inn in 1866. The new judge will be liable to go circuit.

AN advertisement of the Law Society recently published in the *Globe* and *Mail*, announces that applications will be received by the Secretary until Wednesday, Nov. 15th next from members of the Bar desirous of being appointed to the office of Practice and

Chamber Reporter. A warning is added in accordance with the now habitual and just practice of Convocation, that no application is to be made to any Benchers on the subject.

SUBROGATION OF INSURANCE COMPANIES TO THE RIGHTS OF MORTGAGEES.

HOWES V. THE DOMINION FIRE INSURANCE CO.
KLEIN V. THE UNION FIRE INSURANCE CO.

It is, apparently, a common practice both in this country and the United States, for loan companies to enter into arrangements with insurance companies of the following nature. The loan company undertakes, so far as it is in its power, to cause properties mortgaged to it to be insured in the insurance company under the covenant to insure as collateral security, commonly contained in mortgages. The insurance company in return for this agrees to grant the loan company what are called "unconditional" policies, and to carry this out, a "subrogation" or "unconditional" clause is included in the policies taken out by or through the instrumentality of the loan companies. Such subrogation clauses are worded in some such way as follows:—"It is hereby agreed that this insurance, as to the interest of the mortgagees only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the property insured, nor by the occupation of the premises for purposes more hazardous than are permitted by the terms of this policy. It is also agreed that whenever the company shall pay to the mortgagee any sum for the loss under this policy, and shall claim that as to the mortgagor or owner, no liability therefore existed, it shall at once and to the