

was used for the purpose of repairing the machinery in such manufactory necessary for making hat bodies; notwithstanding the fact, that in the printed conditions of the policy, among the trades and occupations denominated extra-hazardous, the introduction of which into the building was to invalidate the insurance, was specified "carpenters in their own shops or in buildings repairing."¹

Thus, also, a policy on a chinaware factory, with a similar condition in regard to carpenters' shops, was held not to be invalidated by the fact that a room in the building was used by a carpenter in the ordinary and necessary business of the manufactory, as erecting shelves and making moulds and boxes, for instance.² The words "house building and repairing" mentioned among extra hazardous trades or businesses interdicted in the policy, were held not to apply to repairs made upon the building insured, but to mean carrying on the trade of house building or house repairing.³

The insured recovered, though his house was burned while undergoing extensive repairs. There was in the policy a condition that if the risk should be increased etc. the insurance should be void. Whether the risk had been increased in this case was left to the Jury, who found for the insured!

A city house was insured, no gas being in it. The insured introduces gas. Is this fatal to his policy if not allowed? *semble*—no! The use of gas being so common. To the above effect is Bunyon.

A policy of insurance was indorsed to the effect that in the event of any change in the occupation of the premises insured, of a nature to increase the risk, the insured should be bound to give notice thereof to the Company in writing. The premises were occupied as a saloon without notice to the Company. A fire having occurred:—*Held*, that the policy was voided.⁴

Insurance on a house with a building in rear used as a store house. If this be used

as a kitchen, without consent of the insurers the policy is useless and avoided.¹

Suppose a policy to cover a house "occupied as a grocery," surely notwithstanding clauses such as at the head of this section, ordinary grocery business may be carried on in that house, and liquors, and oils used and sold there.

¹ *Barsalou* case, 14 L. C. Rep.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Aug. 30.

Judicial Abandonments.

Joseph Cadieux, manufacturer, Montreal, Aug. 22.
Philip A. Donais, merchant tailor, Ste. Cunégonde, Aug. 26.

John McNiece, tobacconist, Montreal, Aug. 18.

Curators appointed.

Re Arnton Bros., coal dealers, Montreal.—S. C. Fatt, Montreal, curator, Aug. 23.

Re François Bourgoing, general merchant, Tadoussac.—N. Matte, Quebec, curator, Aug. 23.

Re C. H. Craig & Co.—F. Valentine, Three Rivers, curator, Aug. 17.

Re Gédéon Genest, St. Thomas de Pierreville.—Kent & Turcotte, Montreal, joint curator, Aug. 23.

Re M. Lajoie & Co., tinsmiths.—T. Gauthier, Montreal, curator, Aug. 23.

Re P. P. Lanoie.—C. Desmarteau, Montreal, curator, Aug. 23.

Re John McNiece, tobacconist, Montreal.—E. H. Davis, Montreal, curator, Aug. 26.

Re William Rourke, grocer, Montreal.—J. N. Fulton, Montreal, curator, Aug. 22.

Dividends.

Re R. F. Dinahan.—First dividend, payable Sept. 10, Bilodeau & Renaud, Montreal, joint curator.

Re Norbert Lemaitre Duhaime.—First and final dividend, payable Sept. 23, H. Hebert, Montmagny, curator.

Re Alf. Laurin.—First and final dividend, payable Aug. 16, C. Desmarteau, Montreal, curator.

Re C. M. Lavigne.—First and final dividend, payable Aug. 16, C. Desmarteau, Montreal, curator.

Re Victor Turcotte, Sherbrooke.—Second and final dividend, payable Sept. 8, J. McD. Hains, Montreal, curator.

Separation as to Property.

Martine Chagnon vs. Aimé Senécal, milkman, Montreal, Aug. 25.

Marie Anodine Fairant vs. George Robin dit Lapointe, builder, Aug. 22.

¹ *Loumbury v. Protection Ins. Co.* 8 Conn. 459.

² *De Longuemare v. Tradesmen's Ins. Co.*, 2 Hall, 589.

³ *Grant v. Howard Ins. Co.*, 5 Hill, 10.

⁴ *Campbell v. Liverpool & London Ins. Co.*, 2 L. C. Law Journal, 224.