

to a verdict for the defendants, under the condition which avoided the policy if there were any fraud or false swearing; and that a claim of £1,085, where a party had lost £500, could not be otherwise than fraudulent. It was also objected that the verdict was contrary to evidence.

On cause shown, it was contended that the finding of the jury was not necessarily a proof that there had been any fraud in the plaintiff's claim; he might, by mistake, have estimated the goods lost at more than their value; that as to the probability of the loss, the evidence was conflicting.

The court made the rule absolute but on payment of costs.

In *Regnier v. La. State M. & F. Ins. Co.*,¹ plaintiff insured \$4,400 on stock, and sued for \$2,379. Defendants pleaded that he had set fire to his premises, and was fraudulently claiming for a loss that did not happen. [No doubt plaintiff was party to a stealing of his goods from the place in which insured and to an attempt at arson.] At the time of the fire there were not goods in the place beyond \$500 to \$600 value, yet the plaintiff swore to \$2,266.50, and in the parish court recovered judgment for \$600; but this was reversed. The Court of Appeal held that for fraudulent overvaluation and statement of loss, if for no other reason, the plaintiff was precluded from recovering.²

In Louisiana, Marchessault insured for \$15,549. A fire happened, and in a suit against the insurers he obtained a verdict for \$8,000. The insurers moved to set aside the verdict and claimed forfeiture of the policy, for fraudulent overestimation. The court held that feigned and fraudulent claims were one thing, and failure to explain perfectly the amount demanded was another. There was not proof clear of false swearing. A new trial was granted; but merely because the court did not see upon what the verdict, even for \$8,000, was founded.³

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Feb. 28.

Judicial Abandonments.

Joseph Latouche, doing business as Jos. Chouinard & Co., grocers, Quebec, Feb. 23.

John Couturier, trader, St. Etienne de la Malbaie, Feb. 13.

Dufour & Couturier, traders, St. Etienne de la Malbaie, Feb. 20.

John Delisle, trader, Montreal, Feb. 24.

Napoléon Lebrun, manufacturer, parish of St. Wenelas, Feb. 12.

Curators Appointed.

Re Pierre Couvrette.—C. Desmarteau, Montreal, curator, Feb. 21.

Re Crepeau & Duval.—P. E. Panneton, Three Rivers, curator, July 26, 1837.

Re C. A. Liffiton & Co., Montreal.—A. W. Stevenson, Montreal, curator, Feb. 21.

Re Robt. T. McArthur, Brownsburg, township of Chatham.—G. J. Walker, Lachute, curator, Feb. 21.

Re Marshall Wallace Ralston, manufacturer, Montreal.—N. P. Martin, Montreal, curator, Feb. 19.

Re Smith & Hope, Granby.—J. McD. Hains, Montreal, curator, Feb. 21.

Re Wilson & McGinnis, Athelstan.—W. S. Maclaren and J. McD. Hains, Huntingdon, joint curator.

Dividends.

Re F. X. Bertrand & Fils.—First and final dividend, payable March 9, Bilodeau & Renaud, Montreal, joint curator.

Re Joseph Camaraille.—First and final dividend, payable March 12, J. A. Nadeau and Joseph Lavoie, joint curator.

Re Wm. Donahue & Co., Montreal.—Second and final dividend, payable March 17, A. L. Kent and A. W. Stevenson, Montreal, joint curator.

Re Joseph Gareau.—First and final dividend, payable March 13, Bilodeau & Renaud, Montreal, joint curator.

Re William Grant, trader, Chicoutimi.—First and final dividend, payable March 14, H. A. Bédard, Quebec, curator.

Re G. A. Guay, trader, Chicoutimi.—First and final dividend, payable March 14, H. A. Bédard, Quebec, curator.

Re J. Omer Parent, Drummondville.—First and final dividend, payable March 17, W. A. Caldwell, Montreal, curator.

Re Perusse & Chrétien, St. Jean-Deschailions.—First and final dividend, payable March 9, H. A. Bédard, Quebec, curator.

Separation as to property.

Agnès Ethier vs. J. Bte. Olivier Langlois, trader and manufacturer, St. Johns, Feb. 23.

Julienne Plante vs. François Godbout, Fils, St. Aimé, Feb. 18.

¹ 12 La. R. by Curry.

² *Semble*, here the case was not left to the jury, whether there was a fraudulent demand by the plaintiff or not; but the court passed on the fraud. In the above case the policy contained a condition against fraud or false swearing.

³ 1 Rob. R. La. 438.