

to vitiate a policy. Whether the concealment or suppression arise from fraud, or merely from negligence or accident, the consequence is the same.¹

Immaterial things, of course, need not be stated.

The insurer, being a cautioner, is freed pretty much as sureties are who contract. Any fraudulent misrepresentation practised against them, any concealment of material facts from them, will entitle them to claim discharge from their suretyship.

A man hears that several attempts to burn his neighbour's house have been made. He must not conceal that, if he is afterwards insuring his own house.² So, of course, of his own house.

Where it was proved on the trial of an action on a fire policy, that a convict in the State's prison had, before the insurance was effected, threatened, in the presence of the insured, to burn the house of the latter, as soon as he should be released, the Court charged the jury, that if they considered the risk of fire thereby increased, the omission of a disclosure to the insurers of the threat at the time of effecting the insurance was a material concealment, and avoided the policy.³

A full and complete disclosure is not only necessary at the time application is made for insurance, but is also required, if a material circumstance comes to the knowledge of the applicant at any time before he knows that a policy has been issued, even though his application has already been submitted, or forwarded to the insurers by letter or otherwise.

The intelligence of a material fact, obtained by a party after he has applied for insurance, must be communicated to the insurers by the earliest and most expeditious usual route of mercantile communication, but due and reasonable diligence is sufficient, and the insured need not employ an express to convey

¹ 2 Alauzet, No. 494; 1 Ph. p. 214. A shopkeeper conceals that he is a *fabriquant* and using a furnace. He is really a *fabriquant*. The assurance not mentioning the furnace is null. Cassn. 5 Jan., 1870.

Reticences &c., entitle insurer to sue for annulment of the contract (such suits are known in France).

² Walden v. La. Ins. Co., 12 La. R.

³ Curry v. Commonwealth Ins. Co., 10 Pick. 535.

the intelligence, unless that be the usual mode.¹

In *Royal Bank of Scotland v. Ranken* (A.D. 1844), it was held that concealment may be undue and void a suretyship, though not made with a fraudulent motive, if it be such as to lead the cautioner to view the case in a false light.² Undue concealment may consist entirely of "non-communication."³

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Aug. 16.

Judicial Abandonments.

Joseph Filion, carriage-maker, Napierville, Aug. 5.
Victor Germain and Louis Payette, hotel-keepers, Montreal, doing business as Germain & Co., Aug. 11.
Joseph H. Lauzon, merchant tailor, Montreal, Aug. 12.

Charles Anatole Théodose Leduc and Charles Florance, Montreal, doing business under the name of Leduc & Co., Aug. 11.

Edward O'Reilly, trader, Aylmer, Aug. 5.
William Rourke, grocer, Montreal, Aug. 14.
Majorique Tardif, barber, Montreal, Aug. 9.

Curators appointed.

Re A. Hubert Bernard, jun., trader, St. Jean, I.O.—H. A. Bedard, Quebec, curator, Aug. 11.

Re Dame Mary McCaffrey, township of Dundee.—W. S. Maclaren, Huntingdon, curator, Aug. 4.

Re Joseph Filion, carriage-maker, Napierville.—A. F. Gervais, St. Johns, curator, Aug. 12.

Re William Grant, trader, Chicoutimi.—H. A. Bedard, Quebec, curator, Aug. 11.

Re Adolphe Kelsen, Montreal.—J. McD. Hains, Montreal, curator, Aug. 8.

Re Appolinaire Morency, merchant tailor, Quebec.—H. A. Bedard, Quebec, curator, Aug. 12.

Re W. & G. H. Tate, dry dock and ship yard.—G. A. Grier, Montreal, curator, Aug. 5.

Dividends.

Re William Gariépy, of Montreal, an absentee.—Dividend payable at office of sheriff, Montreal, Sept. 2.

Re Benjamin Maynard.—First and final dividend, payable Sept. 5, Kent and Turcotte, Montreal, curator.

Re John Walker, township of Grenville.—First dividend, payable Aug. 27, A. Pridham, Grenville, curator.

Separation as to Property.

Marie Malvina Gagnon vs. Ernest Lamoureux, farmer, township of Barnston, July 17.

Claudia Gareau vs. Hermas Riopelle, trader, Aug. 11.
M. Hélène Têtu vs. Charles Le Boutillier, trader, Gaspé Basin, Aug. 7.

Exchequer Court of Canada.

To sit at Court House, in City of Quebec, at 11 a.m. Sept. 2.

¹ Watson v. Delafield, 2 Johns. 525; Green v. Merchants' Ins. Co., 10 Pick. 402.

² Ross' Leading cases, Vol. 3, p. 70.

³ Raiton v. Mathews, House of Lords, A.D. 1844.