

Revised Statutes Ontario, c. 162, interim receipt. Plaintiff insured subject to all the company's covenants and conditions.

No conditions were printed on the interim receipt. The Company after being sued was held not to have right to go to their special conditions, nor to the statutory.

The Ont. Q. B. judgment was affirmed so by Court of Appeals, 1879. And this was confirmed in Supreme Court afterwards; but the judgment was reversed by the Privy Council.

The Ontario Act was meant to secure uniform conditions in policies.

The statutory conditions have to be printed; if not, "variations" in the conditions. cannot be allowed.

The insured may repudiate any special conditions unless made with reference to the printed statutory conditions, but the insured can invoke even the unprinted statutory and withstand variation or alteration of them against his will.

The courts have the power now in Ontario under a recent statute to declare that a condition is not reasonable, and to annul it; per Burton, J., in appeal in 1879 in *Parsons v. Standard Ins. Co.*, 4, Ont. appeal R.¹

In Massachusetts, there is a statute in force, passed in 1861, which orders: "In all insurance against loss by fire hereafter made, the conditions of the insurance shall be stated in the body of the policy; and neither the application of the insured nor the by-laws of the insurance company, as such, shall be considered as a warranty or

¹ In *Parsons v. The Standard Ins. Co.*, the plaintiff got a verdict. In the Q. B. that verdict was refused to be set aside. Then the Court of Appeal in 1879 set it aside; then the Supreme Court re-established the Q. B. judgment. The applicant was asked: What other insurances and in what office? He answered, four, and named the four companies, but entitled one of them as the Canada Fire & Marine Co., whereas the true name of the company he had insured in was "the Provincial." The true amount of all the insurances being given, unintentional error in the name was held by the Q. B. and Supreme Court not fatal. One of the above four policies having expired, the insured substituted for it another of like amount in a different company (the total insurances not increased). The policy was not avoided, and communication of this new policy was held not requisite. (Yet a condition was that prior or subsequent insurances not communicated were to avoid the policy.)

part of the contract."¹ Yet reference may be made to the application in the conditions stated in the policy. But a mere evasion of the statute cannot be allowed, or an attempt to make them as such part of the contract. The substantial correctness of a statement in the application of the insured may be by condition promised, or stated, by the assured; as that the value and situation of the property are stated truly in the application. If there be material misrepresentations in the application, the insurance company may resist payment.

A slip, entitled "conditions of insurance," being on half a sheet of paper, and the policy on the other half, both were held to be taken together, though no express reference was made in the policy.²

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Aug. 9.

Judicial Abandonments.

Alexandre Chaput, hardware merchant, Montreal, July 22.

Moise Clairoux, trader, Hull, Aug. 4.

William Grant, trader, Chicoutimi, July 29.

Jean Lemelin, grocer, Quebec, Aug. 1.

W. & G. H. Tate, manufacturers and ship-builders, Montreal, July 24.

Curators appointed.

Re William H. Arnton, Montreal.—W. A. Caldwell, Montreal, curator, Aug. 5.

Re Alexandre Chaput.—E. Tougas, Montreal, curator, July 29.

Re Pierre Ernest Fugère.—Bilodeau & Renaud, Montreal, joint curator, Aug. 5.

Re George Lapointe, contractor.—T. Gauthier, Montreal, curator, Aug. 5.

Re Bernard Sauvage, St. Johns.—A. Turcotte, Montreal, curator, Aug. 4.

Dividends.

Re Placide Daoust, grocer, Montreal.—First and final dividend, payable Aug. 26, T. Gauthier, Montreal, curator.

Re Jos. L. Gravel.—First and final dividend, payable Aug. 27, C. Desmarteau, Montreal, curator.

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

Separation as to Property.

Valérie Lemaire vs. Téléphore Bousquet, farmer, St. Césaire, July 23.

¹ *Barré Boot Co. v. Milford M. F. Ins. Co.*, 7 Allen's Rep. (A.D. 1863).

² *Roberts v. Chenango Co. Mut. Ins. Co.*, 3 Hill, 501. See further post.