Co. is debtor *in solido* for all Paquet's indebtedness it must not be allowed to *concourir* with the creditor, the Bank, but the Bank must first be paid what remains due to it, which is forty thousand dollars beyond all that Paquet's estate can pay; even after crediting the $10,000. The dividend sheet must be reformed. Contestation maintained, with costs against the Guarantee Company.

Hatton & Nicolls, for Canada Guarantee Co.
Beique & McGoun, for contestants.

RECENT SUPREME COURT DECISIONS.

Life Insurance—Insurable Interest—Transfer—Wager Policy — Payment of Premium — One Gendron applied to respondent's agent at Quebec for an insurance on his life, and signed the application. The applicant was personally subjected to a medical examination, and the application, the medical examiner's report, together with the certificate of a friend answering certain questions put to him by the company, were transmitted to the head office at New York. The application of Gendron was acceded to, and the policy, which is set out in the declaration, executed, whereby Gendron's life was insured from the date of the policy for one year upon payment of a certain premium, and to be continued in force by the annual payment of the premium. The policy was then transmitted from the head office to the agent in Quebec, to whom the application had originally been made. The policy was not delivered for some time as Gendron was unable to pay the premium, when one Langlois, approached by Michaud, who had been entrusted by Gendron with a blank assignment, paid the premium, and thereupon the transfer of the policy was made to Langlois who received the policy and held it as the assignee of the assured. Subsequently Langlois assigned the policy to the appellant, and all premiums up to the death of Gendron were paid by the assignees of the assured. The principal question which arose on the appeal was whether this was a wager policy obtained by Gendron's assignees, and whether there was an insurable interest in it. Prior to Gendron's death the general agent enquired into the circumstances of the case, and authorized the agent, Michaud, to continue to receive the premiums from the assignee.

Held, (reversing the judgment of the Queen's Bench, Montreal, 3 Legal News, 322,) that at the time Gendron applied for an insurance on his own life, and his application was acceded to, and the policy sued upon executed, he effected *bona fide* an insurance for his own benefit, and as the contract was valid in its inception, the payment of the premium when made had relation back to the date of the policy, and the mere circumstance that the assignee (the insurance having been effected without his knowledge, and there being no collusion between the parties) paid the premium and obtained an assignment, could not make it a wager policy. (Gwynne, J., dissenting).—*Vezina* v. *New York Life Insurance Co.*

Writ of Prohibition to Municipal Corporation —Assessment Roll.—Appeal from a judgment of the Court of Queen's Bench for the Province of Quebec, (3 Legal News, 274,) maintaining a writ of prohibition issued in the Superior Court of the Province of Quebec, at the instance of the respondents, to prohibit the appellants from proceeding to sell the property of the respondents for taxes due under a certain assessment roll of 1876.

In 1875, a valid assessment roll for the municipality in which the properties were situated was made, which by law continued to be in force for three years. On complying with certain formalities, the council had power to amend such roll. In 1876, another roll was made, and the evidence showed that it was a triennial roll which was made, and not an amended roll as contended for by the appellants. By their *requête libellée* the respondents demanded that a writ of prohibition should issue out of the court addressed to the defendants, enjoining them from selling the real property of the plaintiffs so seized, or to proceed in any manner upon the said assessment roll of 1876, or to collect any taxes in virtue of that roll, and that the proceedings taken against the plaintiffs' property might be declared to be illegal, void and of no effect.

Held, per Henry, Taschereau and Gwynn, JJ., that respondents were entitled in this case to an order from the Superior Court to restrain the municipal corporation from selling their property as prayed for, and as it made no difference what name was given to the proceedings in the case, the writ of prohibition