solicitor of the husband is not as such disqualified.

Where, after the decease of one of the Justices of the Peace by whom an examination was taken, the other, an old man of seventy-three, gave evidence that he did not recollect and did not believe that the wife was examined as the certificate stated, the court gave credit to the certificate notwithstanding the evidence.—*Romanes* v. *Fraser*, 16 U. C. C. R. 97

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

LUNACY—VENDOR AND PURCHASER.—A vendor was insane, but not on all subjects; and apart from his delusions a stranger might not perceive his insanity; in the course of a negociation for a sale of land, he said to the purchaser that he was bewitched, which, it was shewn, was one of his delusions:

Held, that this statement was not sufficient indication of insanity to affect the vendee with notice of the vendor's condition.—*McDonald* v. *McDonald*, 16 U. C. C. R. 37.

WILL—DOWER—ELECTION.—A testator devised to his daughter for life a house and four acres of land; and the will shewed that he contemplated that the devisee should reside on the property so devised:

Held, that, according to the authorities, the testator had thereby sufficiently indicated his intention to devise free from his widow's dower; and that, therefore, the widow could not have dower in either this land or the other lands devised, without foregoing the provisions in her favour which the will contained.—*Hutchinson* v. *Sargeant*, 16 U. C. C. R. 78.

MARRIED WOMAN'S ACT—RIGHTS OF CREDITORS.—The Married Woman's Act does not exempt personal property of a wife, who was married on or before the 4th May, 1859, from liability for debts contracted by the husband before that date.

Where a wife who was married before the 4th May, 1859, purchased after that date property in her own name, and paid for it (as was alleged) with money theretofore given to her by her son, it was *held*, as between her and a creditor of her husband, whose debt was contracted before the 4th May, 1859, that money so given to the wife became instantly her husband's money, and that the land bought with it was liable to the creditor.—*Fraser* v. *Hilliard*, 16 U. C. C. R. 101

MORTGAGE—TWO MORTGAGES FOR PORTIONS OF LOAN.—A. lent B. $2000 and took two mortgages from the borrower each for $1000 on separate property. The mortgagee foreclosed one of the mortgages and then parted with the property:

Held, no bar to a foreclosure of the other mortgage.—*Bald* v. *Thompson*, 16 U. C. C. R. 177.

ONTARIO REPORTS.

QUEEN'S BENCH.

Reported by CHRISTOPHER ROBINSON, ESQ., *Barrister-at-Law, Reporter to the Court.)*

LYNDSAY v. THE NIAGARA DISTRICT MUTUAL FIRE INSURANCE COMPANY.

Policy—Addition to premises insured—Increase of risk—Pleading—Surplusage.

A policy provided that it should be avoided by any additions made to the building insured, unless written notice thereof were given to the secretary and the consent of the Board of Directors thereto endorsed on the policy, signed by the President and Secretary. Defendants in their plea stated an addition without notice or consent, by which they alleged that the premises became materially altered so as to increase the risk. The plaintiff took issue.

Held, that the latter averment being surplusage need not be proved, and that defendants were entitled to succeed on shewing the addition without notice, although the jury found the risk not increased by it.

There was also an equitable replication of parol waiver by an agent duly authorised, but his authority was not proved; and *semble*, that such waiver could be no answer. [28 U. C. Q. B. 326.]

Action on a fire policy on a frame store of the plaintiff, situate in the village of Princeton, insured for $1,100.

The declaration was in the usual form, setting out in full the conditions endorsed on the policy, and among them those set out in the pleas hereafter mentioned. Seven pleas were pleaded, but at the trial all were given up except the 3rd, 4th, and 5th pleas.

The third plea, referring to the conditions of the policy, stated that one of them was, that if any alterations, erections or additions be made in or to any building insured by the defendants, the policy thereon shall become vitiated and void, unless written notice containing full particulars be given to the Secretary of the Company, and consent of the Board of Directors obtained thereto, endorsed on the said policy, and signed by the defendants' President and Secretary. Then it averred that after the making of the policy, and before the loss, the plaintiff erected and built and attached to the rear of the store, an addition consisting of a wooden building, whereby the premises became materially altered so as to thereby vary and increase the risk, without giving written notice, &c. to defendants, and without their consent, &c., indorsed on the said policy, &c.

The fourth plea set out, referring to the third plea, that owing to the fact of such addition being built and attached to the building, &c, the distance between the end of said new addition farthest from the store and the next building was much lessened, whereby the risk was permanently increased, &c: and although a reason-