

Wednesday, September 24.

Hagar & Seath.—Reversed; Dorion, Ch. J., and Cross, J., dissenting.

Corbeil & Cité de Montréal.—Appeal dismissed with costs of 3rd class.

Wilson et al. & Lacoste et al.—Reversed, Bossé, J., dissenting.

Hill & Ferreri.—Appellant heard *ex parte*.—C. A. V.

Guevremont & Guevremont.—Heard. C. A. V.

Thursday, September 25.

Stanton & Canada Atlantic R. Co.—Motion to have record remitted to Court below in order to apply for additional security.—C. A. V.

Wells & Burroughs.—Heard. C. A. V.

Vigeant & Poulin.—Heard. C. A. V.

Hastie & Hastie.—Heard. C. A. V.

Guevremont & Guevremont (No. 164).—Heard. C. A. V.

Friday, September 26.

Corbeil & Cité de Montréal.—Motion for leave to appeal to Privy Council granted.

Ross & Dupuis et al. & Smith, petr.—Petition to be permitted to intervene granted.

Wood & Maloney.—Petition for leave to appeal from interlocutory judgment rejected.

Ford & Whelan.—Heard. C. A. V.

Filiatrault & Cocker.—Appeal dismissed, the appellant making default to appear.

Rheume & Trudel.—Heard. C. A. V.

Lalonde & Rozon.—Heard *ex parte*. C. A. V.

Lindsay & Chaplin.—Heard. C. A. V.

Perrault & Montreal and Sorel R. Co.—Heard *ex parte*. C. A. V.

Saturday, September 27.

Stanton & Canada Atlantic R. Co.—Motion for additional security rejected.

Dandurand & Mappin.—Submitted on facts. C. A. V.

Reburn & Ontario and Quebec R. Co.—Heard. C. A. V.

The following cases were stricken from the roll, no proceedings having been taken within the year:—

Dolan & Cie. de Pret et Crédit Foncier.

Poudrette & Ontario and Quebec R. Co.

Canadian Pacific R. Co. & Paterson.

Laplante & Parenteau.

Orcutt & Mittemore.

Ontario and Quebec R. Co. & Poudrette.

McBean & Marler et al.—Motion to dismiss appeal, granted for costs only by consent.

Benning & Atlantic and N. W. R. Co.—Heard. C. A. V.

The Court adjourned to November 15.

Délibérés after September Term.—Atlantic and N. W. R. Co. & Judah; Judah & Atlantic and N. W. R. Co.; Poudrette Lavigne & Poudrette Lavigne; Reburn & Ontario and Quebec R. Co.; Benning & Rielle; Watson & Johnson; Brock et al. & Gourley; Watts & Wells, (Nos. 51 and 52); Robillard & Du-faux; Lanctot & Gundlack; Lambe & Allan et al.; Turnbull & Browne; Merchants Bank and Parker (Nos. 121 and 122); Ontario Bank & Parker; Molsons Bank & Parker; Hill & Ferreri; Guevremont & Guevremont (No. 269); Wells & Burroughs; Vigeant & Poulin; Hastie & Hastie; Guevremont & Guevremont (No. 164); Ford & Whelan; Rheume & Trudel; Lalonde & Rozon; Lindsay & Chaplin; Perrault & Montreal and Sorel Ry. Co.; Dandurand & Mappin; Reburn & Ontario and Quebec R. Co.; Benning & Atlantic and N. W. R. Co.

FIRE INSURANCE.

(By the late Mr. Justice Mackay.)

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CHAPTER VI.

THE CONDITIONS OF THE POLICY.

[Continued from p. 312.]

Though goods (as cloth) be at the risk of A who has received them to work upon them for B, though the bailment to A be expressly at his risk till the goods be finished and accepted by B as finished; a fire destroys all in A's possession; A, who has insured "his stock of clothing, manufactured and in process of manufacture," cannot recover for B's benefit, or in any way the value of B's stuff destroyed by the fire, the policy containing the proviso: "The company are not to be liable for loss for property owned by any other party, unless the interest of such party is stated on this policy."¹

The plaintiff was held to be uninsured,

¹ *Getchell v. Aetna Ins. Co.*, 14 Allen's Rep. (Mass.).