

Q.B.]

NOTES OF CASES—NOTES OF RECENT DECISIONS.

[Quebec.

SHANNON V. GORE DISTRICT MUTUAL FIRE INSURANCE COMPANY.

[Jan. 2.

Insurance—Double Insurance—Same agent for both companies—Estoppel.

The plaintiff went to one Morris, who was local agent at Barrie for defendants, and for the Hastings Mutual Insurance Company. They went together to one M., who filled up two applications for insurance, which were signed by the plaintiff, one for insurance with defendants on his grist mill, and the other for insurance with the Hastings Company on fixed and moveable machinery in the mill. The agent, thinking the former insurance was on the building only, and the latter on the machinery only, did not inform defendants of the other insurance, and the application to defendants stated that there was no other insurance on the property.

Held, that there was a further insurance on part of the property insured by defendants; but

Held, also, Wilson, J., dissenting, that the defendants, under the circumstances, could not set it up to defeat the plaintiff's claim, defendants' agent having prepared the application with a full knowledge of the facts.

McCarthy, Q.C., and Strathy, for plaintiff.

J. H. Cameron, Q.C., for plaintiff.

NOTES OF RECENT DECISIONS.

QUEBEC.

BREWSTER ET AL., Appellants; CHAPMAN ET AL. Respondents.

[20 L.C. Jur. 295.

Supreme Court—Right of Appeal.

Held, 1. That the right to appeal to the Supreme Court does not exist, in respect of any judgment rendered prior to the coming into force of the Act creating that Court.

2. That where a record has been remitted by the clerk to the Court below, in consequence of the proper certificate not being lodged within six months after the granting of an appeal to Her Majesty in Her Privy Council, that the appeal had been lodged in the Privy Council, this Court cannot order the Prothonotary of the Court below to return the record.

IN RE SIMMONS ET AL.

[20 L.C. Jur. 296.

Insolvent Act—Partnership.

Held, That the creditor of an insolvent cannot claim upon the partnership of which the insolvent was a member for the price of goods sold to the insolvent before his partnership, upon the ground that the partnership afterwards got the benefit of the purchase.

WOODWARD V. ALLAN ET AL.

[21 L.C. Jur. 17.

Carrier by water—Steamship—Loss of luggage.

Held, That a limitation of liability by a carrier put on a passenger's ticket, will not bind the passenger without proof of notice to him of such limitation, apart from the words on the ticket.

FULTON V. LEFEBVRE.

[21 L.C. Jur. 23.

Insolvent Act—Acquiescence.

Held, That a party who has for upwards of six months acquiesced in the proceedings taken against him under the provision of the Insolvent Act, 1875, cannot afterwards question the jurisdiction of the Court under said Act.

NEW BRUNSWICK.

THE QUEEN V. ARTHUR O'LEARY.

[3 Pugsley's Rep. 265.

Arrest under warrant issued by Justice of the Peace—Assault on officer—Summary conviction for assault—Prayer to proceed summarily—Necessity for—Presumption—Warrant of commitment.

A Justice of the Peace has no jurisdiction to try an assault summarily unless it is given him by Statute, and he must strictly pursue the authority given; and in order to give him jurisdiction under the Statute of Canada 32-33 Vict. cap. 20, sec. 43, it is necessary that the complainant should request him to proceed summarily; and this request should be made at the time of the complaint.

Where the proceedings did not show whether