not take possession of the hides, but left them where they were stored, on L's assurance that they were all right.

On Aug. 6th a levy was made under an execution of the Pictou Bank against L. on all L's property that the sheriff could find, but these hides were not included in the levy.

On Aug. 12th L. gave the Bank a bill of sale on all his hides in the store of D. L., and the Bank, on indemnifying D. L, took possession of the hides so shipped by H. and stored with D. L. In a suit by H. against the Bank and D. L.:

HELD, affirming the judgment of the Court below, that the contract of sale between L. and H. was rescinded by the action of L. in refusing to take possession of the goods when they arrived at his place of business and handing them over to D. L., with directions to hold them for the consignor, and in notifying the consignor, who acquiesced and adopted the act of L., whereby the property and possession of the goods became revested in H., and there was, consequently, no title to the goods in L. on Aug. 12th, when the bill of sale was made to the Bank.

Sedgewick, Q.C., for the appellants.
Borden, for the respondents.

OTTAWA, Feb. 15, 1887.

SOVEREIGN FIRE INS. CO. v. MOIR.

Insurance, Fire — Condition — Hazardous Business—Increase of Risk—Forfeiture.

A policy of insurance on the respondent's property contained the following provisions:-

"In case the above described premises shall, at any time during the continuance of this insurance, be appropriated, or applied to, or used for the purpose of carrying on, or exercising therein, any trade, business or vocation denominated hazardous or extra-hazardous . . . . . unless otherwise specially provided for, or hereafter agreed to by this company in writing, or added to, or endorsed on this policy, then this policy shall become void."

"Any change material to the risk, and within the control or knowledge of the assured, shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the company or its local agent."

When the insurance was effected, the insured premises were occupied as a spool factory, and it was described as a spool factory in the application. During the continuance of the policy, a portion of the building insured was used for the manufacture of excelsior, but the fact of its being so used was not communicated to the company or its local agent. A loss by fire having occurred, the company resisted payment, on the ground that the manufacture of excelsior on the premises avoided the policy under the above conditions.

On an action to recover the insurance, the plaintiff obtained a verdict, the jury finding, in answer to questions submitted on the trial, that the manufacture of spools was more hazardous than that of excelsior, and that the risk was not increased by adding the manufacture of excelsior in the building. The Supreme Court of Nova Scotia sustained the verdict.

HELD, reversing the judgment of the Court below, that as the manufacture of excelsior was, in itself, a hazardous business, the introduction of it into the building insured would avoid the policy under the first of the clauses above set out, even if the jury were right in their finding that it was less hazardous than the manufacture of spools.

HELD, also, that the addition of the manufacture of excelsior to that of spools in the said premises was a change material to the risk, and avoided the policy under the second clause above recited.

Henry, Q.C., for appellant.
Borden, for respondents.

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*SUPERIOR COURT.—MONTREAL.**

Insolvent company—Execution of judgment of Ontario court—45 Vict., (D.) ch. 23, ss. 86, 87 & 88.

HELD:—That under 45 Vict. (D.) ch. 23, s. 86, the Courts in the Province of Quebec, will enforce an order for the execution of a judgment, issued from a competent court in Ontario, in like manner as if it had been issued

* To appear in Montreal Law Reports, 2 S. C.