

défendeurs, a continué d'être en force tant après la cession faite par le dit Labelle au syndic Dupuis, qu'après la vente par ce dernier à la demanderesse ;

"Considérant que lors de l'institution de la présente action, il n'y avait pas de loyer dû à la dite demanderesse, déboute la dite action avec dépens, &c."

The judgment was unanimously confirmed in appeal.

*F. O. Rinfret* for appellants.

*Ouimet, Ouimet & Nantel* for respondents.

SIR A. A. DORION, C. J., MONK, RAMSAY, TESSIER,  
and CROSS, J. J.

HAMPSON, Appellant, and THOMSON, Respondent.

*Requête Civile—Judgment in Appeal.*

DORION, C. J., said a judgment had been rendered in this case in September last, by this Court, reversing the judgment of the Court below. Now, a petition was presented by the respondent, in the nature of a *requête civile*; praying that, in consequence of certain errors having crept into the printed factums, the judgment be reformed. There were several reasons why this petition could not be granted. The errors were admitted to be mere misprints, and the original documents were before the Court. There was no fraud or intention to deceive on the part of any one, and it was not a case for a *requête civile*. The Chief Justice added that, in his own opinion, no *requête civile* could be granted by the Court of Appeal.

MONK, RAMSAY and TESSIER, J. J., expressed their concurrence in the judgment rejecting the petition. They did not concur in the view of the Chief Justice, that the Court of Appeal had no right to grant a *requête civile*. In a very limited number of cases the right existed; but there was nothing in the circumstances of this case which could justify a *requête civile*.

*F. W. Terrill*, for respondent, petitioner.

*Kerr & Carter*, for appellant, opposing petitioner.

SHERIDAN (plff. below), Appellant; and THE  
OTTAWA AGRICULTURAL INSURANCE Co. (deft.  
below), Respondent.

*Insurance—Transfer—Insurable Interest.*

The action was brought for the recovery of \$3,280 under a policy issued in favor of one

Thomson. This policy was afterwards, on the 23d August, 1876, transferred to the appellant. The fire occurred 27th September, 1876. To the action, the respondents pleaded misrepresentation and concealment of material facts by Thomson; in particular, that Thomson obtained the policy on the representation that he was proprietor of the property insured, whereas he was not proprietor. It appeared that in 1871, Thomson sold his property to Sheridan, with the stipulation that he would be at liberty to take it back as soon as he had repaid Sheridan the amount which he owed him. Thomson remained in possession. At the time the insurance was effected, the agent was informed of the relation existing between Thomson and Sheridan, and instead of making two policies, the agent said it would be more simple to transfer to Sheridan the amount insured on the building, viz., \$1,510. But the matter was complicated by the fact that the transfer was made for the whole amount. The fire caused a total loss, and Sheridan sued for the whole amount. The Court below allowed the plaintiff only \$140 for reaping and mowing machines, as to which it was held that the Company waived objections.

DORION, C. J. After giving a good deal of attention to the case the Court here had come to the conclusion that the transfer to Sheridan was a good transfer, as to the amount of \$1,510, his interest in the real estate. As to the insurance on the moveables, no transfer could be made to a man who had no interest. The judgment would be reversed, therefore, to the extent of \$1,510, besides the \$140 allowed by the Court below, with costs in both Courts.

RAMSAY, J., remarked that if there had been no insurable interest at all, the fact that the agent joined in the error, would not get over the difficulty. But here there was a distinct insurable interest.

Judgment :

"Considering the insurance effected on the buildings described in the insurance policy mentioned in the declaration was so effected for the benefit of the appellant, who at the date of the said policy, and also when the loss occurred, held the said property under title from Thomas Thomson, subject to a right of redemption in favor of the latter ;

"And considering that though the said