

£150,000 is insured, and a loss of £100,000 should arise, the sum to be paid by the insurance offices would be three-fourths of the loss, or £75,000 only. The following are conditions of average referred to:—

“ENGLISH.—It is hereby declared and agreed that, in case the property belonging to the insured, in all the buildings, places or limits herein described, shall, at the breaking out of any fire or fires, be collectively of greater value than the sum insured, then the company shall pay or make good to the assured such a proportion only of the loss or damage as the sum insured shall bear to the whole value of the property aforesaid at the time when such fire or fires shall first happen.

“But it is at the same time declared and agreed that, if the within-mentioned assured shall, at the time of any fire, be insured in this or any other office on any specific parcel of goods, or on goods in any specific building or buildings, place or places, included in the terms of this insurance, this policy shall not extend to cover the same, excepting only as far as relates to any excess of value beyond the amount of such specified insurance or insurances, which said excess is declared to be under the protection of the policy, and subject to average as aforesaid.”

“FRENCH.—If at the time of a fire the value of the objects covered by the policy is found to exceed the sum total of the insurance, the assured is considered as having remained his own insurer for that excess, and he is to bear in that character his proportion of the loss.”

[The matter in the above, which we have taken from the *Law Times*, is seriously interesting to Policy holders. We have not at present the means for obtaining specific information for our readers, but think it probable that the objectionable condition referred to is not contained in Policies issued by our own companies, though it may be found in those from England and foreign companies.

This, however, is only a supposition of ours. We would recommend those interested to examine their Policies, and judge for themselves, and if such a condition is contained, to make application to expunge it; and should the office refuse, then to drop the Policy, and insure in some other office that had not this condition.—*Ed. L. J.*]

CORRESPONDENCE.

To the Editor of the “*Law Journal*.”

SIR,

Many writs of *certiorari* to Division Courts have been framed under sect. 85 of 13 & 14 Vict. cap. 53, and the practice has uniformly been to issue such writs on a Judge’s fiat, obtained on an *ex-parte* application, following the English practice under the Imperial Act 9 & 10 Vict. cap. 95, sec 90, which is nearly in the same words as the clause referred to of the Canadian Stat.), as laid down in the case of *Symonds v. Drinsdale*, 2 Exchq. 533. If the fiat is granted on an affidavit, which the defendant objects to as insufficient, his course, it would seem, is to move to quash the writ. *Parker v. Bristol & Exeter Railroad Company*, 6 Exchq. 184.

Yours obediently,

S.

[The existence of the practice does not establish its correctness, nor will the opinion we advanced be shaken till the point is raised and decided on *argument*. We cannot lose sight of the point that the Division Courts are *not Courts of Record*, and that therefore the writ of *certiorari* does not go to them *as of course*: and we can see good grounds, as a general rule, for the Judge requiring some notice to the opposite party before exercising the Judicial act of granting leave to issue a *certiorari*.—*Ed. L. J.*]

THE DIVISION COURT DIRECTORY.

Intended to show the number, limits and extent of the several Division Courts in every County of Upper Canada, with the names and addresses of the Officers—Clerk and Bailiff,—of each Division Court.*

UNITED COUNTIES OF HURON AND BRUCE.

Judge of the County and Division Courts—JOHN STRACHAN, Goderich.

First Division Court—Clerk, W. A. S. Williams, Goderich; *Bailiff*†; *Boundaries*—That portion of the Town lot of Goderich to the north of the Cut line and the Huron road, until the same meets the road allowance between the 13th & 14th concessions, then south along the said concession to the River Bayfield, then along the said River to the London road in a north-east direction, together with the township of Colborne.

Second Division Court—Clerk, Louis Meyer, Harpurley P.O.; *Boundaries*—The townships of Hullett, McKillop, Tuckersmith, Morris, Grey, Turnberry and Howick.

Third Division Court—Clerk, Christopher R. Barker, Penetangore P.O.; *Boundaries*—The townships of Arran, Brant, Bruce, Carrick, Culross, Elderslie, Greenock, Huron, Kincaidine, Kinloss, (with the exception of the first four south concessions of the said township of Kinloss) and Saugeneen.

Fourth Division Court—Clerk, George Carter, McGillivray P.O.; *Boundaries*—The townships of Biddulph and McGillivray.

Fifth Division Court—Clerk, Thomas Trivitt, Devon P.O.; *Boundaries*—The townships of Stephen, Osborne, and that portion of the township of Hay to the east of the 6th and 7th concessions of the said township of Hay.

Sixth Division Court—Clerk, John Clark, Wawanosh P.O.; *Boundaries*—The townships of Ashfield and Wawanosh, and the first four south concessions of the township of Kinloss.

Seventh Division Court—Clerk, David H. Ritchie, Bayfield P.O.; *Boundaries*—The township of Stanley and that portion of the township of Goderich to the south of the Cut line and the Huron road, until the same joins the road between the 13th and 14th concessions of the township of Goderich, thence along the said concession road until the same joins the river Bayfield, thence along the said river to lake Huron, together with all that portion of the township of Hay to the west of the 6th and 7th concessions of the said township of Hay.

COUNTY OF WATERLOO.

Judge of the County of Waterloo—WILLIAM MILLER, Galt.

First Division Court—Clerk, John Davidson, town of Berlin; *Bailiff*†; *Boundaries*—All that portion of the township of Waterloo lying north of the block-line on the west side of the Grand River, and that part of the upper block of said township lying on the east side of the Grand River north of lots numbers 115, 109, 104, 88 and 95 to the Guelph township line.

Second Division Court—Clerk, Otto Klotz, Preston; *Boundaries*—All that portion of the township of Waterloo lying south of the block-line on the west side of the Grand River, and that part lying on the east side of the Grand River south of the northern boundary of lots 115, 109, 104, 88 and 95, to the Guelph township line, including the village of Preston.

Third Division Court—Clerk, Henry McCrum, Galt; *Boundaries*—All that part of the township of North Dumfries lying east of lot number nineteen in the seventh concession, and running a course with the eastern boundary of the said lot in a northerly direction up to the twelfth concession, thence along the eastern boundary of lot number twenty-three in said twelfth concession to the township line, including the village of Galt.

Fourth Division Court—Clerk, George Colclough, Ayr P.O.; *Boundaries*—All that part of the township of North Dumfries, lying west of lot number eighteen in the seventh concession, thence along the western limit of said lot number eighteen, the same course thereof in a northerly direction to the twelfth concession, thence along the western limit of lot number twenty-two to the township line.

Fifth Division Court—Clerk, John Allchin, New Hamburg P.O.; *Boundaries*—The township of Wilmot.

Sixth Division Court—Clerk, Michael P. Empey, Hawksville P.O.; *Boundaries*—The township of Wellesley.

Seventh Division Court—Clerk, James Merrilees, Conestoga P.O.; *Boundaries*—The township of Woolwich.

* *Vide observations ante*, page 196, on the utility and necessity for this Directory.

† We have not yet received a List of the *Bailiffs* for these Counties.