

THE LATE CHIEF JUSTICE RITCHIE.

Sir Wm. Johnston Ritchie, Chief Justice of the Supreme Court of Canada, died at Ottawa, Sept. 25, as the result of a cold contracted while returning to the capital about two weeks previously.

The deceased was born at Annapolis, N.S., Oct. 28, 1813. He was educated at Pictou, and studied law with his brother, who was afterwards Chief Judge of Equity in Nova Scotia. In 1838 he was called to the Bar of New Brunswick. In 1854 he was named Q.C. He represented St. John in the New Brunswick Assembly from 1846 till 1851, and from 1854 till August, 1855, when he was appointed a justice of the New Brunswick Supreme Court. He was for some time a member of the executive council of New Brunswick. In December, 1865, on the death of Hon. Robert Parker, he was appointed Chief Justice of New Brunswick.

On the 8th October, 1875, he was called to a seat on the Supreme Court bench, and in 1879 was elevated to the chief justiceship. On November 1, 1881, he had the honor of knighthood conferred upon him. Sir William Ritchie was twice married, first to Miss Strong, of St. Andrews, N.B., and, secondly, in 1854, to Grace Vernon, daughter of the late Thos. L. Nicholson, of St. John, and a step-daughter of the late Admiral Wm. F. Owen, R.N. He served as administrator of the Government of Canada for six months, from July, 1881, to January, 1882, during the absence of the Marquis of Lorne, and at other times during the absence of the Governor-General. He has taken an active part in the business of his Court, and his judgments have been distinguished by learning and ability.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, July 30, 1892.

Present:—LORDS WATSON, HOBHOUSE and SHAND.

CONNECTICUT FIRE INSURANCE Co. (plaintiff), appellant; and
KAVANAGH (defendant), respondent.

Principal and Agent—Fraud—Transfer of fire insurance risk—Contract—Agent—Powers of—Art. 1735, C. C.—Custom—Question raised for first time before court of last resort.

The respondent, an insurance broker, was the agent in Montreal of two foreign insurance companies, one of which instructed him to cancel a certain risk in Montreal which respondent had accepted. After suggesting a recon-