Our Canadian Act, 32-33 Vic., cap. 23, allows any affidavits and declarations, required by the terms of any policy, to be taken before any commissioner, justice of the peace, or notary public, and these officers are required to take such affidavits or declarations, and the act enacts perjury for falsities. So what Bunyon says of policy oaths being extrajudicial, and that they cannot be insisted on, has no force in the Dominion of Canada.

§ 240. *Waiver of defective notice.*

Particulars after loss were furnished late, but the claim was considered, and rejected, not for that, but other cause. Waiver was held, as to notice within fixed time. *Dohn* v. *Farmers' Joint Stock Ins. Co.*[1]

In 1832, in the New York Supreme Court, occurred the case of *Cornell* v. *Le Roy & Rapelye.*[2] In an action on a policy, it was held that notice of loss by an assignee of the policy (an assignment of the policy having been made before loss with the assent of the assurer), is compliance with the condition that all *persons insured* shall forthwith give notice, etc. The report, however, shows that the policy, which was of a British company, the Alliance (of London), had not such a condition in it as condition 8 of the policy of the defendants.

Under the U. S. clause the certificate of the magistrate or notary must be full on all the points.

A certificate that would state that the magistrate or notary is acquainted with the character and circumstances of the claimant, and verily believes, etc, but should omit to state that "he has examined the circumstances attending the fire, loss or damage alleged," would be bad.

So, if he certified to loss, and to examination, but not as to character of claimant.

As to the delivery in of the particular account or statement of loss under the above conditions, after notice given of the fire, *semble*, under the first and third, it need not be even in a month, but under the second must it be within one calendar month after the fire.[3]

[1] N.Y., A.D. 1871.
[2] 9 Wendell's R.
[3] Perhaps not; the only penalty seems to be that payment cannot be exacted before account delivered, etc.

Semble, under the first and second ones, the insured need not make oath to particular statement in the first instance, but only if required; but under the U. S. clause the particular account must be under oath or affirmation when delivered in.

Semble, under the first and third, the particular account must be signed with assured's own hand; but under the second, it need not be, but may be signed by an agent.

Suppose first, an insurance on buildings by A. Second, assignment of policy by A to B, and the insurance company to endorse that they hereby consent that the interest of A in the within policy be transferred to B, subject, nevertheless, to all the conditions and stipulations therein. Surely after a fire B cannot pretend an absolute claim for the money; and surely A's loss would have to be proved. The following condition upon that insurance company's policy would have to be observed:—

"On the happening of any loss or damage by fire to any of the property included in the within policy, the insured shall *immediately* give notice thereof *in writing* to the company, and within 14 days after the happening of such loss or damage, shall deliver to the company as particular an account as is practicable of the property lost or damaged, and of the value thereof immediately before the happening of the said fire, and shall also in support of such statement make proof thereof by production of his books, accounts, invoices, vouchers and such other evidence and explanations as the company shall require, together with, if required, a declaration under oath or affirmation of the truth of such account or statement. The delivery of such notice, account or statement as is hereinbefore mentioned *within the time above expressed*, and the proof thereof in manner aforesaid, shall be a condition precedent to the insured recovering under this policy any sum whatever."

THE LATE MR. GLASSE, Q.C.

The announcement of the death of Mr. Glasse, Q. C., must have caused surprise to many people—not that he was dead, but that he had only just died. When in practice he