

Boyd, C., dissenting as regards the claim for board and lodging. *Young v. Ward*, 423.

2. *Contract—Separate Estate—Personal Articles.*]—Where, at the time of a contract being entered into by a married woman, the only property possessed by her consisted of her engagement and wedding rings, a silver watch and chain and her clothing:—

Held, that this was not separate estate with respect to which she could be reasonably deemed to have contracted. *Abraham v. Hacking*, 431.

Alimony—Judgment for—Subsequent Judgment for Arrears in County Court—Effect of.]—See ALIMONY, 1.

Alimony—Cruelty—Condonation.]—See ALIMONY, 2.

INDEMNITY.

Promise to Answer for Debt of Another—Statute of Frauds.]—See GUARANTEE.

INJUNCTION.

Municipal Corporation—Expenditure of Public Money—Contribution to Costs of Private Action.]—See MUNICIPAL CORPORATIONS, 5.

Trade Name—Geographical Designation—"Canadian Bookseller."]—See TRADE NAME.

INSOLVENCY.

Insurance—Benefit Society—Beneficiaries.]—See INSURANCE, 3.

INSURANCE.

1. *Fire Insurance—Statutory Conditions—Variation—Unreasonableness—Notice—Vacancy—Materiality—Part Affected—Title—Agreement between Mortgagee and Insurance Company—Subrogation.*]—The defendants insured seven houses belonging to the plaintiff and which had been mortgaged by him to a loan company and which were described in the policy as "a two-story frame, roughcast, felt-roofed block, * * * containing seven dwellings, six of which are occupied by tenants, and one by assured." In the application, filled up by defendants' agent, the question, as to how many tenants, was answered "six tenants and applicant," the agent informing defendants that "the largest house of the lot the applicant will occupy himself." A variation of the statutory conditions was printed on the policy in these words: "This policy will not cover vacant or unoccupied buildings (unless insured as such), and if the premises shall become vacant or unoccupied, * * * this policy shall cease and be void unless the company shall by endorsement * * * allow the insurance to be continued." A fire occurred by which the houses were destroyed, and defendants paid the loan company the amount of their mortgage, under a prior general agreement with them by which the policy was to be treated between the parties to the agreement as unconditional except as to the mortgagor, and whereby the defendants were entitled, upon payment to the loan company under the policy or otherwise of any loss as to which they claimed to have a defence against the mortgagor, to be subrogated to the loan company's rights and to