

his, her, or their agent or agents." The premium they say was not paid till a considerable time after the date of the policy, and that the alteration was made which brought this mill within the description of the first class of mills before the premium was paid, and that the alteration had been communicated to the agent of the company. The company deny that any such communication was made, and even if it had been made, it would have been still necessary to consider how far that circumstance could alter the law as applicable to the case. But as the fact was denied, and there was no proof of it, that point may be considered as out of the question. With respect to the effect of the article referred to, the appellants contend that it did not relate to the first policy, but to the renewals of policies. But in the present case it is not necessary to consider whether it related to the first policy or any renewals of it, as they say that as between the respondents and them the premium had in point of fact been paid before the alteration took place, as the Scotch agent had accounted for it to his constituents, the Newcastle Company, before the period of the alteration, and it had therefore become a personal debt due to him from McMorran & Co. That may be considered as an answer to the argument raised upon that ground. But suppose that were entirely out of the question, we must proceed *secundum allegata et probata*. If the assured could succeed at all on this summons it must be on a policy or contract dated April 16, 1805, and when they have founded upon that only, they cannot afterwards turn round and say, though we cannot succeed on that policy we are entitled to recover on a subsequent contract. See how the contract would be varied. This was a bilateral contract of the date of April 16, 1805, from which period to June 24, 1806, the premium was acknowledged to have been paid; and it was agreed that a certain premium should continue to be paid on June 24, de anno in annum. Can your lordships convert that into a transaction commencing not in April, but in September 1805?

Acquitting McMorran & Co. of all fraud in the business, the question is reduced to this: "Are you, McMorran & Co., looking

to the facts and evidence as applicable only to the policy of April, 1805, entitled to recover under this contract?"

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Dec. 6.

Judicial Abandonments.

A. David Damphouse, farmer, parish of St. Timothé, Nov. 11.

Charles O. Dubois, trader, Hull, Nov. 26.

Riopel & Héту, contractors, Montreal, Nov. 28

Edouard F. Lavoie, provision merchant, Quebec, Dec. 4.

Victor Lesage, trader, parish of St. Jeanne de Neuville, Nov. 29.

P. & F. Ouellet, traders, Quebec, Nov. 26.

Ananias Renaud, trader, parish of St. François Xavier de la Petite Rivière, Nov. 12.

J. Philéas Samson, boot and shoe dealer, Lévis, Nov. 7.

Curators appointed.

Re Dumas & Lortie, traders, Hébertville.—H. A. Bedard, Quebec, curator, Dec. 2.

Re J. E. Garneau, dry goods, Three Rivers.—David Seath, Montreal, curator, Nov. 29.

Re James Jessup, trader, Newport, Gaspé.—H. A. Bedard, Quebec, curator, Dec. 1.

Re Achille Labine, Montreal.—Kent & Turcotte, Montreal, joint curator, Nov. 29.

Re Arsène Morin.—C. Desmarteau, Montreal, curator, Dec. 2.

Re Francis Charles Silcock, agent, Montreal.—P. E. de Lorimier, Montreal, curator, Nov. 29.

Re A. Tardif & Co., traders, Quebec.—H. A. Bedard, Quebec, curator, Nov. 29.

Re Charles H. Wade, Montreal.—A. W. Stevenson, Montreal, curator, Dec. 2.

Dividends.

Re Jos. Beaudoin, St. Luc de Champlain.—Second and final dividend, payable Dec. 23, C. Desmarteau, Montreal, curator.

Re A. P. Desroches.—First and final dividend, payable Dec. 24, C. Desmarteau, Montreal, curator.

Re E. T. Favreau.—First dividend, payable Dec. 17, Bilodeau & Renaud, Montreal, joint curator.

Re Dame Marie Goyette.—First dividend, payable Dec. 20, J. A. Nadeau and Joseph Lavoie, Iberville, joint curator.

Re Letourneau & Paré, merchant tailors, Quebec.—First dividend, payable Dec. 22, H. A. Bedard, Quebec, trustee.

Re J. D. Tellier, Sorel.—First and final dividend, payable Dec. 26, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Marie Louise Milot vs. Joseph Major, carriage-maker, Montreal, Nov. 27.