

FRAUD AND FALSE REPRESENTATION—Continued.

of Wurtelo, J., M.L.R., 5 E.C. 262.) that the transfer of the risk being made by the defendant in good faith, before the fire occurred, and in accordance with the custom of insurance brokers in Montreal, there was no fraud on his part, and he could not be held liable. *Connecticut Fire Insurance Co. & Kavanagh*, 323.

HABEAS CORPUS.

Habeas Corpus in civil matters—Magistrate's Court, Montreal—Illegal order of imprisonment—Art. 1062, C.C.P.] Where an order made by an inferior court is manifestly illegal, as where the guardian of goods under seizure is condemned to be imprisoned until he gives up the goods or pays the value thereof, and the value is not mentioned in the order, the discharge of the person imprisoned under such order, will be ordered, upon a petition for a writ of habeas corpus. *Ex parte Stephens*, 349.

HUSBAND AND WIFE. See *PROCEDURE*, 218.

INJUNCTION.

To prevent encroachment—Boundaries not determined—Bornage.] The remedy by writ of injunction does not lie where another adequate remedy exists; and so, in the case of a dispute between adjoining proprietors of mining lands, where an encroachment is complained of, and it appears that the limits of the respective properties have not been legally determined by a bornage, an injunction will not lie to prevent the alleged encroachment, the proper remedy being an action en bornage. *Anglo-Continental Guano Works & Emerald Phosphate Co.*, 196.

INJUNCTION. See *NUISANCE*, 57.

INSANE ASYLUM. See *TAXATION*, 299.

INSOLVENCY. See *BUILDING SOCIETY*, 417.

INSURANCE, ACCIDENT.

External injuries producing erysipelas—Proximate cause of death—Immediate notice of death—Waiver.] An accident policy issued by the appellants was payable "within thirty days after sufficient proof that the insured, at any time during the continuance of this policy, shall have sustained bodily injuries effected through external, accidental and violent means, within the intent and meaning of this contract and the conditions hereunto annexed, and such injuries alone shall have occasioned death within ninety days from the happening thereof. . . . Provided always that this insurance shall not extend to hernia, nor to any bodily injury happening directly or indirectly in consequence of disease, nor to any death or disability which may have been caused wholly or in part by bodily infirmities or disease, existing prior or subsequent to the date of this contract, or by the taking of