The Legal News.

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The judgment of the Court of Review in *Jetté* v. *Crevier*, reported in the Montreal Law Reports, 6 S.C. pp. 48-68, presents a careful examination of the question involved, viz., whether interest accruing under a judicial condemnation is included in Art. 2250, C.C., which declares that "with the exception of what is due to the Crown, all arrears of interest, and generally all fruits natural or civil, are prescribed by five years." The Court of Review, Justices Loranger, Wurtele and Davidson, arrived at a unanimous conclusion in the affirmative, and that result is supported by the text of the article cited. On the other hand, three learned judges, Taschereau, Gill and Cimon, JJ., each sitting alone, came to the conclusion that the interest is part of the judicial condemnation, and comes under Art. 2265, which says "any judicial condemnation constitutes a title which is only prescribed by thirty years." One of these decisions, *Nantel* v. *Binette*, is reported in 12 Leg. News, 345. The judgment of the Court of Review has the additional weight of a later opinion formed by three judges with the advantage of mutual consultation; but in view of the conflict noted above it is satisfactory to learn that the question will be submitted to a higher Court. Incidentally it may be remarked, this case may be commended to the notice of those who look confidently to a Code to make all things certain in the law. Our codifiers had the advantage of knowing that a similar difficulty had arisen in France under the Code Napoléon, yet, with that before them, they did not succeed in making the law so plain as to prevent six learned judges from being equally divided.

The relative position of directors and shareholders in some companies is illustrated by the following anecdote; if the "shareholder" profits by the lesson taught him, he may find that his lost halfpenny was a profitable investment:— "Two small boys passing along the road approached a tobacconist's shop, whereupon the younger said to the taller and older lad: 'Say, Bill! I've got a ha'penny, and if you've got one too we'll have a penny smoke between us.' 'Certainly,' acquiesced Bill, and handed over his copper. Tommy vanished into the shop, and shortly reappeared with a penny 'Pickwick' in his mouth and emitting clouds of smoke. Away walked the lads together for some time, then the taller boy asked: 'Say, Tommy, ain't I going to have a puff. The weed is half mine?' 'Oh, you shut up, Bill,' was the answer; 'I'm chairman of this company; you are only a shareholder. You can spit.'"

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*COURT OF QUEEN'S BENCH — MONTREAL.**

Quebec Election Act, 38 *Vict. ch.* 7, *s.* 272—*Mise en cause*— *Quebec Controverted Elections Act*, 38 *Vict. ch.* 8—*Jurisdiction of Court of Review.*

At the trial of the election petition against the return of a member to represent the County of Laprairie, in the Quebec legislative assembly, evidence was given that the appellant had committed acts of bribery and corruption at the election, whereupon he was summoned, under sect. 272 of the Quebec Election Act of 1875, to appear and answer the charges made against him. He appeared, denied the charges, went to evidence, and the case being heard before the Superior Court sitting in Review, as a Court of first instance, under the Controverted Elections Act of 1875, he was found guilty of two cases of corrupt practices at the election, and condemned to pay a fine of $200 for each offence, with costs and imprisonment, in default of payment.

Held:— (Reversing the decision of the Court of Review, M.L.R., 6 S.C. 102), 1. That the Quebec Election Act of 1875 confers no authority upon the Superior Court sitting in Review, to enquire into and determine any charge of corrupt practices against the provisions of the Act; the only authority con-

*To appear in Montreal Law Reports, 6 Q.B.

ferred by the Act to try and determine such charges being conferred on the Superior Court held by one judge thereof, as provided for by sects. 272, 273, 274 and 292 of the Act.

2. That the jurisdiction of the Superior Court sitting in Review is limited, by the Controverted Elections Act of 1875, to the hearing of the parties to an election petition and the determination of the issues raised thereon between the parties to such petition, including charges of corrupt practices against any of the candidates, at the election, who are made parties to the Controverted Election petition.

3. That as the appellant was neither an elector nor a candidate, nor a returning officer, nor a deputy returning officer, at the election, he could not be, and in fact was not, a party to the election petition, and was not amenable to the jurisdiction of the Court of Review, as a Court of original jurisdiction.

4. That the power conferred by sub-section 4 of section 89 of the Controverted Elections Act, to determine all matters arising out of the election petition, refers to such matters only as are in issue on the election petition between the parties thereto, and does not extend to collateral and independent issues with parties unconnected with the election petition, such as charges of corrupt practices against persons who were not candidates at the election and are not parties to the election petition.

5. That the Superior Court sitting in Review had no jurisdiction to hear and determine, as a Court of first instance and without appeal, the charges of corrupt practices against the appellant; the Superior Court held by one judge or a judge thereof having sole jurisdiction in the matter, subject to a review before three judges and to an appeal to this Court as provided for with regard to judgments rendered by the Superior Court.

6. That an appeal lies to this Court from every judgment rendered by the Superior Court sitting in Review for excess of jurisdiction, and that that part of the judgment of said Court by which the appellant was found guilty of corrupt practices and condemned to pay two fines of $200 each, with costs and imprisonment in default of payment, is *ultra vires* and must be set aside, and the record returned to the Superior Court, in order that the proceedings may be continued, as if the case had not been heard, nor adjudicated upon, by the Court sitting in Review.—*McShane & Brisson*, Dorion, Ch. J., Tessier, Baby, Church, Bossé, JJ., Jan. 25, 1890.

Jury trial—Insufficient assignment of facts—Answers—New definition of facts ordered.

Held:—Where both parties move for judgment on a special verdict, and there is no motion for a new trial, nevertheless, on appeal, if it appear to the Court that the facts as defined for submission to the jury were inapplicable and insufficient to enable a correct verdict to be rendered thereon, and that the answers of the jury were insufficient and contradictory to the extent that no correct judgment could be rendered thereon for either party, the Court of its own motion may set aside the judgment, and send the parties back to the Court below, to proceed anew to a proper definition of facts, for submission to a jury to be summoned by a *venire de novo*.

The condition of an accident policy, in favor of members of a firm of *McL. & Co.*, was: "Provided that on either of the above "named members *quitting the said firm*, this "insurance shall cease on his person, etc." The jury were asked: "3. Were *McL. & Co. dissolved* on or about the 10th April?" To which they answered, "*Yes*; but *J. S. McL.* had a continued and active interest in the business." "4. Did *McL. & Co.* in that month publicly advertise that *J. S. McL.* had *retired* and that a *new firm* had been formed?" To which they answered, "*Yes.*" "5. Was *J. S. McL.* a member of *McL. & Co.* on the 18th November?" (date of his death by drowning). To which they answered, "*No*, but had an interest in profits of."

Held:—2. That inasmuch as the jury were not asked, and did not state, in the precise words of the condition, whether *J. S. McL.* had "*quit the firm*" on the 18th November, and their answers were insufficient to enable

the Court to render a correct judgment thereon, it was a case in which the Court should order a new definition of the facts for the jury, with leave to the parties to proceed by *venire de novo*.—*McLachlan & Accident Insurance Co. of N. A.*, Dorion, Ch. J., Cross, Baby, Church, Bossé, JJ., Jan. 25, 1890.

Libel—Matter of public interest—Damages—Appeal—Costs.

Held:—Where the Court below dismissed without costs an action of damages against the publishers of a daily journal, on the ground that the matters charged as libellous were substantially true, and referred to a subject of public interest: that an appeal should not be maintained from such judgment, where no damages were proved, even supposing that a small sum of exemplary damages might properly have been allowed the plaintiff by the Court of first instance on account of certain injurious expressions used by the defendants; but the Court of Appeal in such cases may exercise its discretion, and dismiss the parties without costs in either Court.—*Ouimet & Cie. d'Imprimerie et de Publication du Canada*, Dorion, C.J., Tessier, Cross, Church, Bossé, JJ., Jan. 19, 1889.

Slander—Criticism of conduct of member of Parliament—Imputation of dishonest motives.

Held:—(Affirming the judgment of the Court of Review, M.L.R., 2 S.C. 484), That while the conduct of a member of Parliament in his public capacity is subject to criticism, and an action is not maintainable for an imputation which arises fairly and legitimately out of his conduct as such member, an imputation, unsupported by evidence, of dishonest motives in voting upon a question, and of selling his influence, is unjustifiable, and an action of damages based upon such accusation will be maintained.—*Beauchamp & Champagne*, Tessier, Cross, Church, Doherty, JJ., Sept. 27, 1888.

Commission nommée par le gouvernement—Destitution d'employés — Secrétaire — Engagement à tant par année — Louage d'ouvrage — Mandat—Dommages—Salaire —Frais.

En vertu de leur charte les commissaires des chemins à barrières de Montréal, nommés par le gouvernement de la province, "auront et pourront avoir succession per- "pétuelle et pourront ester en jugement dans "toutes les cours de justice et autres lieux."

Une autre section de leur charte pourvoit à ce que "de temps à autre ils pourront nom- "mer et employer un inspecteur, et tels "officiers et personnes sous leurs ordres "qu'ils jugeront nécessaire pour les fins de "cette ordonnance, et ils pourront destituer "tels inspecteurs et autres officiers et per- "sonnes ou aucune d'elles, et en nommer "d'autres à à leur place."

Jugé:—1. Que les commissaires en question ne forment pas partie du service civil de la province, mais constituent une corporation indépendante dont les pouvoirs sont contenus dans l'ordonnance 3 Vict. c. 31, et les actes qui l'amendent.

2. Que, partant, les commissaires ne peuvent pas se prévaloir des prérogatives de la Couronne pour justifier le renvoi de leurs employés sans avis, sans cause et sans indemnité.

3. Que la clause de la charte citée plus haut ne fait que donner à la commission le droit de contracter avec ses employés, et que cette corporation ayant contracté avec l'intimé est responsable comme toute autre personne de la violation de ce contrat.

4. Que l'engagement de l'intimé comme secrétaire de la commission pour un salaire de tant par année constitue un contrat de louage d'ouvrage pour une année, sujet à tacite reconduction.

5. Qu'un tel engagement n'est pas pour un temps indéterminé, et n'est pas révocable à la volonté du locataire.

6. Que, dans l'espèce, le salaire stipulé entre les parties doit être la base d'évaluation des dommages, aucune preuve de dommage n'ayant été faite.

7. Que l'action de l'intimé ayant été portée avant l'expiration de l'année pour la balance de salaire pour tout ce qui restait à courir de l'année, la demande était prématurée pour la somme représentant le salaire non encore échu à la date de l'action, et le jugement obtenu par l'intimé pour le plein montant de son salaire doit être réduit à ce qui était échu

à la date de l'institution de son action.—*Commissaires des Chemins à Barrières de Montréal & Rielle*, Dorion, Ch. J., Cross, Baby, Church, Bossé, JJ., 26 mars 1890.

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*SUPERIOR COURT—MONTREAL.**

Intervention—Contestation—Frais.

Jugé:—Que sur contestation du droit d'intervenir, les frais devront être taxés comme sur l'action principale.—*St. Cyr* v. *Mathon et vir*, Würtele, J., 1 avril 1890.

Substitution d'avocat—Règle de Pratique XX—Permission du tribunal ou du Juge en vacance.

Jugé:—1o. Qu'aucune substitution d'avocat ne peut avoir lieu dans une cause sans la permission du tribunal ou d'un Juge en vacance.

2o. Qu'une procédure présentée par un avocat qui aurait été substitué à un autre sans la permission du tribunal ou du Juge en vacance, ne sera pas reçue.—*Ross* v. *Kerby*, Torrance, J., 23 juin 1885.

Election law—Mis en cause—Jurisdiction—Evidence.

Held:—1. The fact that an election was held may be proved by verbal evidence. Moreover, such fact is a public fact which the courts cannot ignore, when it is not specially put in issue by the parties.

2. An admission of corrupt practice made by the defendant after the adduction of evidence cannot be revoked.

3. Where a person is brought into the case under sect. 272 of the Quebec Election Act of 1875, he is not entitled to the security referred to in the 46 Vict. (Q.) ch. 2, s. 3.

4. A *mise en cause* under sect. 272 may be ordered by the judge presiding at the trial. No special form of summons is necessary: it is sufficient that the person summoned be clearly informed of the nature of the charge against him.

5. A deposition of a witness on the case against a *mis en cause*, taken on a day not appointed for proof, and when the *mis en cause* was not regularly represented, is illegal, and will be rejected.

6. The *mise en cause* of a witness who in his evidence has admitted corrupt practice, is not illegal, but such admission cannot avail as proof on the case against him as *mis en cause*, and the corrupt practice must be established by other evidence.

7. A criminal prosecution against an agent for bribing a voter at an election, does not prevent the *mise en cause* of such agent under sect. 272 of the Election Act, and his condemnation for other corrupt practices at the same election.

8. The Court of Review sitting in an election case may give judgment on the *mise en cause* of a person not a candidate. (The judgment on this last point was reversed in appeal, 6 Q. B. 1.)—*Brisson* v. *Goyette*, and McShane, *mis en cause*, in Review, Jetté, Gill, Loranger, JJ., Jan. 3, 1889.

Enregistrement—Radiation.

Jugé:—1o. Que lorsqu'un vendeur a fourni à son acheteur des titres suffisants de la propriété vendue, à la satisfaction de ce dernier, il n'a pas le droit, subséquemment, sans le consentement de celui-ci, et sous prétexte de compléter ces titres, de faire enregistrer sur la propriété vendue des actes faisant voir apparemment qu'il était encore le propriétaire de la dite propriété.

2o. Que dans ce cas, l'acheteur a une action pour faire radier ces enregistrements, si le vendeur refuse de le faire.—*Mallet* v. *Dolan*, Taschereau, J., 15 avril 1890.

Frais—Taxation—Avis—Exécution.

Jugé:—1o. Que dans tous les cas, les frais doivent être taxés après avis donné à la partie adverse.

2o. Qu'une exécution émanée sans que les frais aient été taxés contradictoirement ou avis donné à la partie adverse est entièrement nulle, et ne peut être exécutée même pour la dette, sans renoncer aux frais ou en donner crédit.—*Frères de la Charité de St. Vincent de Paul* v. *Raymond*, en révision, Jetté, Taschereau, Tait, JJ., 30 avril 1890.

Acte sommaire—Employé logé par son maître—Occupation—Expulsion—Jurisdiction.

Jugé:—1o. Que dans le cas où une corpora-

*To appear in Montreal Law Reports, 6 S.C.

tion municipale a engagé, pour un an, un employé pour travailler pour elle, à raison de $550, logé et chauffé, et où pour causes jugées suffisantes par le conseil, cet employé a été renvoyé après un mois d'avis, la corporation ne peut prendre une action en expulsion sous l'Acte sommaire, article 887, § 1, du C. P. C., pour expulser l'employé d'une maison appartenant à la municipalité.

2o. Qu'un employé dont le salaire est de $550.00 par année, sans convention quant aux termes de paiement, n'est payable qu'au bout de l'année, et ne tombe pas sous l'Acte sommaire, article 887, § 4, du C. P. C.—*Ville de Maisonneuve* v. *Lapierre*, en révision, Taschereau, Würtele, Tait, JJ., 30 avril 1890.

Montreal, City of—Alderman supplying materials for fulfilment of contract with city, or selling goods to city—37 Vict. (Q.), ch. 51, s. 22—52 Vict. (Q.), ch. 79, s. 25.

Held:—1. An alderman who undertakes to supply the materials required by a contractor, for the execution of a contract with the city of Montreal, derives an interest from such contract, which comes within the prohibition of the statute, 37 Vict. (Q.), ch. 51, s. 22, and renders him incapable of holding his seat as an alderman.

2. All sales of goods by an alderman to the corporation, either directly or through a person interposed, fall within the prohibition of the law.

3. The revised charter of the city of Montreal, 52 Vict. (Q.), ch. 79, being merely a consolidation of the previous Acts affecting the city, the provisions of the latter, re-enacted in the consolidated charter, are deemed to be still in force as to acts done before the consolidation.

4. The contracts referred to in s. 25 of 52 Vict. (Q.), ch. 79, are not those from which a profit to the extent of $100 is derived, but contracts the price or consideration of which amounts to $100. The limit applies to the contract itself, and not to the profit made from it.—*Stephens* v. *Hurteau*, in Review, Johnson, Loranger, Würtele, JJ., March 17, 1890.

License law—Opposition to granting of license—Withdrawal of opposants.

Held:—That persons who sign an opposition to the granting of a license, have the right to desist from such opposition at any time previous to the day fixed for the consideration of the application.—*Wiseman* v. *Dugas & Desnoyers*, Wurtele, J., April 10, 1890.

Procedure—Summons—Service—Attachment for rent.

Held:—That in an action under Art. 887-888, C.C.P., for rescission of a lease or for ejectment, to which the plaintiff joins as an accessory a demand for balance of rent and an attachment for rent, the service must be made in the usual manner by serving a copy of the declaration with the writ,—Arts. 804 and 874, C.C.P., not being applicable to such case.—*Maguire* v. *Watkins*, Wurtele, J., May 20, 1890.

Insolvency—Incorporated company—Winding-up order.

Held:—That a winding-up order may be obtained against an incorporated company when it is in fact insolvent, though sixty days have not elapsed since the service on such company of a demand for payment of an overdue debt; but when a petition for a winding-up order is presented before the expiration of such delay, the petitioner is required to prove the insolvency of the company, unless it be acknowledged, or unless one of the other cases in which a company is deemed insolvent exists.—*E. B. Eddy Manufacturing Co.* v. *Henderson Lumber Co.*, Wurtele, J., April 29, 1890.

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*DECISIONS AT QUEBEC.**

Propriétaire apparent—Contre lettre—Vente judiciaire d'immeuble.

Jugé:—1o. Que le propriétaire ayant titre en son nom, dument enregistré, peut faire valoir son droit de propriété à l'encontre des tiers, malgré sa contre-lettre notariée, non enregistrée;

* 16 Q. L. R.

2o. Que cette contre-lettre n'a d'effet, quant au droit de propriété, qu'entre le mandant et le mandataire.—*Lesage & Boily*, en appel, Dorion, J. C., Tessier, Cross, Church, JJ., Pelletier, J. *ad hoc*, 7 fév. 1890.

Quebec Controverted Election Act, 1875—Conviction or judgment—Canvassing—Corrupt practices—Appeal.

Held:—1. That apart from Art. 472, C. C. P., and of sect. 87 of the Quebec Controverted Election Act of 1875, requiring the Court to give in their judgments, their reasons, the charges of corrupt practices at elections being of a penal and quasi-criminal nature, the conviction or judgment should contain a clear statement of the charges on which the defendant has been convicted, or a distinct reference thereto.

2. That on the trial of a controverted election petition and of the recriminatory charges against a candidate, no evidence can be received of charges not specifically detailed in particulars furnished, as ordered by the Court.

3. That accompanying a candidate through a portion of the county, introducing him to the electors, organizing meetings and committees, speaking at such meetings, corresponding and telegraphing about the election generally, is not canvassing within the meaning of the Quebec Election Act of 1875 and its amendments; "*cabaler*," to canvass, consisting in the act of privately soliciting votes for a particular candidate, or in soliciting electors to abstain from voting for an adverse candidate.

4. That although the employment of paid canvassers (*cabaleurs*), which is expressly prohibited by the Quebec Election Act of 1875 and its amendments, is a corrupt practice, the payment of persons employed for other purposes not expressly prohibited, only becomes a corrupt practice, under subsection 3 of sect. 249 of said Act, when done with a corrupt intent to unduly influence the election, such as when the employment is unnecessary, or otherwise colorable, or the payment in excess of the services rendered.

5. That the only appeal contemplated by the Act 52 Vict. (Q.) ch. 10, is an appeal by a party convicted of corrupt practices at an election; that no cross appeal is allowable under the Act, and therefore the only charges which the Court of Appeal is called upon to adjudicate are those upon which the appellant has been convicted by the Court below.—*Whyte & Johnson*, in appeal, Dorion, C. J., Tessier, Cross, Baby, Church, JJ., Feb. 7, 1890.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

CHAPTER III.

OF INSURABLE INTEREST, THE SUBJECT INSURED, AND WHO MAY BECOME INSURED.

[Continued from p. 183.]

§ 55. *Wager policies.*

By statutes in New York and other States, wager insurances are prohibited.[1]

In *King* v. *State M. F. I. Co.*, the insurer insured "his interest" in a building. After the fire he stated it. That is sufficient, unless the condition of the policy be to the contrary.

In *Box* v. *Provincial Ins. Co.*,[2] 3,500 bushels of wheat, bought by the insured, and which formed part of a larger quantity, had not been separated from the rest: it was held that there was no insurable interest.

§ 56. *Stipulation that policy shall be proof of interest.*

In England, in marine insurance, to agree by policy that the policy itself shall be proof sufficient of the insured's interest, or to insure "interest or no interest," makes the policy totally void as a mere wager. In Lower Canada such an agreement in fire assurance would be held valid to the extent of saving the insured from burden of proof of interest in the first instance.

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[1] *Alsop* v. *The Comm. Ins. Co.*, 1 Sumner's Rep.

[2] 15 U. C. Chanc. Rep. The very contrary of this was decided in the *Matthewson case*, Q. B. appeals, March, 1871. But suppose all destroyed? But if less be destroyed, how can the insured say that his has been?

§ 57. *Interest to be stated truly.*

The mortgage creditor insuring ought to state his interest particularly, and truly.

A policy issued by a mutual company was expressly made subject to their by-laws, one of which provided that "unless the applicant shall make a true representation of the property insured, and of his title and interest in it, and also of all incumbrances and the amount and nature thereof, the policy shall be void." The applicant represented, in answer to questions, that the property was owned by him and not incumbered; whereas he was only a mortgagee. Held, that the policy was void.[1]

If disclosure of insured's interest or title be called for by the conditions, A insuring goods as his when they are really the property of a partnership, the policy will be held null. But Flanders, p. 307, says, if no call for such disclosure be made by the conditions, A will get his proportion of the amount of the policy. The Civil Code of Lower Canada, however, requires the nature of the interest to be specified (Art. 2571).[2]

§ 58. *Interest not insurable unless legal.*

An important requisite of an insurable interest is its *legality*. If it is illegal, it will not be insurable. The general principle in regard to the illegality of the interest is well stated by Mr. Phillips to be, "that if a contract be intended to indemnify the owner from loss on property by reason of its being implicated in an illegal trade, or applied to an illegal use, or which, according to the laws of the country where the contract is made, it is criminal for the owner to hold, such contract is void; and accordingly the owner has no insurable interest."[3]

This principle is frequently applied to marine insurance in cases of policies on cargoes of contraband goods or on ships sailing in violation of an embargo, etc., and though no cases are reported of its application to fire insurance, there seems to be no reason why it does not govern that branch of the subject as well as the other. It is forcibly remarked by Mr. Duer, "that there can be no more direct encouragement to the violation of a law than a contract that secures an indemnity to the transgressor."[4] Therefore it may well be questioned whether in such States as have enacted very stringent prohibitory laws in regard to the sale of intoxicating drinks, as Maine, Vermont, Massachusetts, and others, an insurance upon a stock of liquors, held in contravention of such a law, would not be invalid. In marine insurance, if the trade be illegal, it defeats the policy on the ship as well as that on the cargo, but it is doubtful whether an illegal trade on land would vitiate the insurance upon the building in which it is carried on, particularly when the owner of the building is not the person engaged in the prohibited traffic.[5]

A policy illegal by the law of insured's domicile was sustained, the law of the Company's domicile not prohibiting; this was where the insured's proposal was received, and the policy granted as asked.

But the legality of a note given for premium depends on the law of the place where made. *Ch. of England Ass. Co.* v. *Hodges*, 1857. See Savigny, by Guthrie. P. 184.

§ 59. *Insured must have interest at time of effecting insurance.*

Ellis says:—"Another distinction may also be observed between marine policies and those against fire. It is sufficient if a marine policy be effected before the interest of the property commences, if it be made in time to meet the risk insured against, for the stat. 14 Geo. 3, c. 48. s. 1, does not extend to marine policies, and such restraint would be

[1] *Jenkins* v. *Quincy M. F. I. Co.*, Monthly L. Rep. of 1856.

[2] In *Catron* v. *Tennessee Ins. Co.*, the insured, who owned only half of a house, insured it as his, and the policy was held null. Flanders, p. 307, note.

[3] 1 Phillips' Ins. 133.

[4] Duer's Ins. 315.

[5] In *Johnson* v. *Union Ins. Co.*, Mass., 1879 (P. 5 Alb. L. J. of 1880), the plaintiff insured on his stock and personal property; $900 on billiard tables, $500 on bar and saloon fixtures; $100 on stock in trade, liquors, cigars, glass ware, contained in building on Franklin street. The plaintiff was not licensed to keep billiard tables for gain, which he was doing. The policy was held illegal, and the whole contract held void. The case was held to be governed by *Kelly* v. *Home Ins. Co.*, 97 Mass.—Is insurance null on liquors kept by an unlicensed person? The *Kelly* case says yes.

highly prejudicial to commerce; but, as we have seen both by the decisions anterior to the statute, as well as by the statute, the insured must have an interest in the property at the time of effecting an insurance against fire, as well as when the loss happens."

Every policy in England will be presumed on interest unless something be shown to establish the contrary.[1]

But in *Rhind* v. *Wilkinson*[2] it was held that interest at the time of effecting the policy is immaterial: it is sufficient if it be at the commencement of the risk.

§ 60. *Future or expectant interest.*

It is the opinion of Mr. Phillips, in opposition to the dictum of Lord Chancellor Hardwicke, in *Saddlers' Co.* v. *Strode*, 2 *Atkyns* 555, that there is no principle of Common Law which prevents a valid insurance on a future or expectant interest *against fire*, any more than against the perils of the sea, but that either a marine or fire policy will cover such an interest in the absence of fraud, misrepresentation, or concealment.[3]

In Lower Canada no insured can recover beyond his interest made out, but he need not be absolute or unqualified owner of the subject insured, nor have immediate interest in it. Trustees, pawnees, factors, commission agents, common carriers, may insure goods, or property, to the extent of any possible interest in them that they may or can have; subject, of course, to the conditions of policies which may require the nature of the interest insured to be specified; subject also to our Civil Code.

[To be continued.]

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 7.

Judicial Abandonments.

Elzéar Laverdière, trader, parish of St. Pierre de Montmagny, June 4.

Cléophas M. Lavigne, grocer, Montreal, June 2.

Pronovost & Roy, traders, St. Félicien, May 23.

Curators appointed.

Re Vital Théodore Dorais, trader, St. Valentin.—C. H. Parent, Montreal, curator, May 29.

Re Henderson Lumber Co., Montreal.—A. F. Riddell, Montreal, liquidator, May 31.

Re Jean Baptiste Lafontaine, district of Chicoutimi.—J. B. E. Letellier, curator, May 28.

Re Prosper Lafontaine, trader, Lac Bouchette.—J. B. E. Letellier, curator, May 28.

Re Fred. Moor & Co. (late Connolly & Moor), Windsor Mills.—J. McD. Hains, Montreal, curator, June 3.

Re Félix Trudeau, Napierville.—Kent & Turcotte, Montreal, joint curator, May 29.

Dividends.

Re W. T. A. Donohue, trader, Roberval.—First and final dividend, payable June 23, H. A. Bédard, Quebec, curator.

Re Isidore Durocher, Montreal—First dividend, payable June 26, C. Desmarteau, Montreal, curator.

Re André Lapierre, parish of St. Barthélémi.—First and final dividend, payable June 25, J. E. Rouleau, St. Barthélémi, curator.

Re Dame Marie C. E. Nolin, St. John.—First and final dividend, payable June 17, Bilodeau & Renaud, Montreal, joint curator.

Re Hugh O'Hara, Montreal.—First and final dividend, payable June 26, C. Desmarteau, Montreal, curator.

Re F. J. Scheak & Co.—First and final dividend, payable June 24, W. J. Common, Montreal, curator.

Re Alfred Truteau.—First and final dividend payable June 10, J. M. Marcotte, Montreal, curator.

Separation as to property.

Laura Jane Huntoon vs. Charles D. Lapointe, farmer, township of Barnston, district of St. Francis, May 28.

Quebec Official Gazette, June 14.

Judicial Abandonments.

William Neil, trader, Montreal, May 12.

Edmond Pérusse, lumber merchant, Port Daniel, county of Bonaventure, May 29.

Machinery Supply Association, Montreal, June 11.

Narcisse Turgeon, tanner, Levis, May 27.

Curators appointed.

Re Dominion Illustrated Publishing Co., Montreal.—J. B. Clarkson, Montreal, curator, June 7.

Re James Hoolahan, Montreal.—Kent & Turcotte, Montreal, joint curator, June 10.

Re Thomas Lamy, Louiseville.—Kent & Turcotte, Montreal, joint curator, June 4.

Re William Neil, Montreal.—Henry Ward, Montreal, curator, May 20.

Re Victor Vachon, trader, parish of St. Dominique.—J. O. Dion, St. Hyacinthe, curator, June 12.

Dividends.

Re Charles Tellier, St. Félix.—Dividend, payable July 16, E. Guilbaut, Joliette, curator.

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[1] *Cousins* v. *Nantes*, 3 Taunt.

[2] 2 Taunt (a marine insurance on ship and freight).

[3] 1 Phillips, Insurance, 118.