The Legal News.

VOL. XIII. JULY 12, 1890. No. 28.

SUPREME COURT OF CANADA.

OTTAWA, June 13, 1890.

Quebec.]

NORTH SHORE RAILWAY CO. v. MCWILLIE et al.

Railway — Damages caused by sparks from locomotive— Responsibility of company— R.S.C. ch. 109, sec. 27—51 Vic., ch. 29, sec. 287—Limitation of actions for damages.

A railway company by running a heavy train on an up grade when there was a strong wind, caused an unusual quantity of sparks to escape from the locomotive, which set fire to a barn situated in close proximity to the railway track.

Held, affirming the judgment of the Court of Queen's Bench, Province of Quebec, M.L.R., 5 Q.B. 122, that there was sufficient evidence of negligence to make the railway company liable for the damage caused by the fire.

Per Gwynne, J. That the "damage" referred to in sec. 27 of ch. 109, R.S.C., and sec. 287 of 51 Vic., ch. 29, is "damage" done by the railway itself, and not by reason of the default or neglect of the company running the railway, or of a company having running powers over it, and therefore the prescription of six months referred to in said sections is not available in an action like the present.

Appeal dismissed with costs.

Brosseau for appellant.

Robinson, Q.C., and *Geoffrion, Q.C.*, for respondent.

OTTAWA, June 13, 1890.

Quebec.]

JONES v. FISHER.

Damage to land by construction of dam—Servitude—Arts. 503, 549, C.C., C.S.L.C. ch. 51 —Improvement of water courses.

Where a proprietor has, for the purpose of improving the value of a water power, built a dam over a water course running through his property, and has not constructed any mill or manufactory in connection with the dam, he cannot, in an action of damages brought by a riparian proprietor whose land has been overflowed by reason of the construction of the dam, justify under the provisions of ch. 51, C.S.L.C.

Where the proprietor of a water course raises the level of the water by the construction of a dam, so as to overflow the land of other riparian owners, he cannot acquire by possession or prescription a right or title to the maintenance of the dam in question, Arts. 503, 549, C.C.

Appeal dismissed with costs.

Laflamme, Q.C., for appellant.

Geoffrion, Q.C., and *Duffy*, for respondent.

OTTAWA, June 12, 1890.

Quebec.]

VENNER v. SUN LIFE INSURANCE CO.

Life Insurance — Unconditional policy— Misrepresentations — Effect of—Indication of payment—Return of premium—Additional parties to a suit—R.S.C. ch. 124, secs. 27 and 28—Arts. 2487, 2488, 2585, C.C.

An unconditional policy of life insurance was issued in favour of a third party, creditor of the assured, "upon the representations, agreements and stipulations" contained in the application for the policy signed by the assured, one of which was that "if any misrepresentation was made by the applicant, or untrue answers given by him to the medical examiner of the company, then in such a case the premiums paid would become forfeited and the policy be null and void." Upon the death of the assured, the person to whom the policy was made payable sued the company, and at the trial it was proved that the answers given by the applicant as to his health were untrue, the insurer's own medical attendant stating that assured's was a life not insurable.

Held, 1st, that the policy was thereby made void *ab initio*, and the insurer could invoke such nullity against the person in whose favour the policy was made payable, and was not obliged to return any part of the premium paid.

2nd. That the statements misrepresented being referred to in express terms in the body of the policy, the provisions of secs. 27 and 28 R.S.C., ch. 124, could not be relied on to validate the policy, assuming such enactments to be *intra vires* of the parliament of Canada, upon which point it was not necessary to decide.

3rd. That the indication by the assured of the person to whom the policy should be paid in case of death, and the consent by the company to pay such person, did not effect novation (Art. 1174, C.C.); and the provisions contained in Art. 1180, C.C., are not applicable in such a case.

It is too late to raise an objection for the first time on the argument before the Supreme Court that the legal representatives of the assured were not made parties to the contestation between the parties in the cause.

Appeal dismissed with costs.

Geoffrion, Q.C., and *Amyot, Q.C.*, for appellant.

Langelier, Q.C., for respondent.

OTTAWA, June 12, 1890.

Ontario.]

SHOOLBRED v. CLARK.

Winding-up Act—R.S.C., ch. 129—Application of to provincial company—Winding-up proceedings—Reference to master.

The Union Fire Insurance Company was incorporated by the Ontario Legislature, and having become insolvent, an assignee was appointed to settle its affairs under the Insolvent Act of 1875. When the Winding-up Act was passed a petition was presented to the Court to have the company wound up under its provisions, and a winding-up order was made, which was set aside by the Supreme Court of Canada (14 Can. S.C.R. 624). A second winding-up order having been made and confirmed by the Court of Appeal, a second appeal was had to the Supreme Court by S., a shareholder.

Held, affirming the judgment of the Court of Appeal (16 Ont. App. R. 161), and that of the Chancellor (14 O. R. 618), that notwithstanding the company was incorporated by the provincial legislature it could be put into compulsory liquidation and wound up under the Dominion Winding-up Act, R.S.C. c. 129.

Held, also, that the powers assigned to provincial courts or judges by the Winding-up Act are to be exercised by means of the ordinary machinery of the courts and their ordinary procedure. It was therefore no ground of objection to the winding-up order in this case that it was referred to a master to settle the security to be given by the liquidator appointed therein.

Appeal dismissed with costs.

S. H. Blake, Q.C., and *McLean*, for the appellant.

Bain, Q.C., for the respondents.

OTTAWA, June 12, 1890.

Ontario.]

CLARKSON v. RYAN.

Lien—Costs of execution creditor—Assignment for general benefit of creditors—Construction of Statutes 48 *Vict., c.* 26, *s.* 9—49 *Vict., c.* 25, *s.* 2.

48 Vict. (O.), c. 26, s. 9, as amended by 49 Vict. (O.), c. 25, s. 2, provides that an assignment for the general benefit of creditors has precedence over all executions not completely executed by payment "subject to the lien, if any, of an execution creditor for his costs where there is but one execution in the sheriff's hands, or the lien, if any, of the creditor for his costs who has the first execution in the sheriff's hands."

Held, per Ritchie, C.J., Fournier and Taschereau, JJ, affirming the judgment of the Court of Appeal (16 Ont. App. R. 311), that the lien referred to in this section attaches to the full costs of the action of the execution creditor against the insolvent debtor.

Held, per Gwynne and Patterson, JJ., dissenting, that such lien is only for the costs of issuing execution and sheriff's fees etc., incurred in executing the same.

The statute of Ontario requiring special leave to appeal to the Supreme Court in cases where the amount in controversy is under $1,000 (s. 43 Jud. Act., 1881) is *ultra vires* of the legislature of Ontario and not binding on the Supreme Court.

The Court of Appeal cannot impose upon a suitor conditions upon which he shall be allowed to appeal to this Court.

Appeal dismissed with costs.

Foy, Q.C., for the appellant.

Aylesworth for the respondent.

OTTAWA, June 12, 1890.

British Columbia.]

TURNER v. PREVOST.

Statute of frauds—Contract relating to interest in land—Part performance.

B., a resident of British Columbia, wrote to his sister in England that he would like one of her children to come out to him, and in a second letter he said, "I want to get some relation here, for what property I have, in case of sudden death, would be eat up by outsiders and my relations would get nothing." On hearing the contents of these letters T., a son of B.'s sister, and a coal miner in England, came to British Columbia and lived with B. for six years. All that time he worked on B.'s farm and received a share of the profits. After that he went to work in a coal mine, in Idaho. While there he received a letter from B. containing the following:—"I want you to come at once as I am very bad. I really do not know if I shall get over it or not, and you had better hurry up and come to me at once, for I want you, and I dare say you will guess the reason why. If anything should happen to me you are the person who should be here." On receipt of this letter T. immediately started for the farm, but B. had died and was buried before he reached it. After his return he received the following telegram, which had not reached him before he left for home:—"Come at once if you wish to see me alive, property is yours, answer immediately. (sgd) B." Under these circumstances T. claimed the farm and stock of B., and brought an action for specific performance of an alleged agreement by B., that the same should belong to him at B.'s death.

Held, affirming the judgment of the Court below, that as there was no agreement in writing for the transfer of the property to T. and the facts shown were not sufficient to constitute a part performance of such agreement, the fourth section of the statute of frauds was not complied with, and no performance of the contract could be decreed.

Appeal dismissed with costs.

S. H. Blake, Q.C., for the appellant.

Moss, Q.C., for respondent Power.

McCarthy, Q.C., and *A. F. McIntyre* for other respondents.

OTTAWA, June 12, 1890.

Ontario.]

CANADA SOUTHERN RAILWAY CO. v. JACKSON.

Railway company — Negligence — Accident to employee—Performance of duty—Contributory negligence.

J., a switch-tender of the C. S. Ry. Co., was obliged to cross a track in the station yard to get to a switch, and he walked along the ends of the ties which projected some sixteen inches beyond the rails. While doing so an engine came behind him and knocked him down with his arm under the wheels, and it was cut off near the shoulder. On the trial of an action against the company in consequence of such injury, the jury found that there was negligence in the management of the engine in not ringing the bell, and going faster than the law allowed. They also found that J. could not have avoided the accident by the exercise of reasonable care.

Held, affirming the judgment of the Court below, Gwynne and Patterson, JJ., dissenting, that there was no such negligence on J.'s part as would relieve the company from liability for the injury caused by improper conduct of their servants.

Held, per Taschereau and Patterson, JJ., that the Workmen's Compensation for Injuries Act of Ontario, 49 Vic., c. 28, applies to the C. S. Ry. Co. notwithstanding it has been brought under the operation of the Government Railways Act of the Dominion.

Appeal dismissed with costs.

Symons for the appellants.

S. H. Blake, Q.C., for the respondent.

*SUPERIOR COURT—MONTREAL.**

Action en reddition de compte—Réponse au plaidoyer au lieu de débats du compte.

Jugé:—Que quoique la procédure à suivre, suivant la loi, dans une action en reddition de compte, est que sur la production du compte par le rendant compte, le demandeur, devenant oyant compte doit, s'il n'accepte pas le compte, produire des débats du compte, néanmoins lorsqu'au lieu de produire tels débats le demandeur aura répondu au plaidoyer et aura nié ses allégués et conclu à son rejet, et que de consentement les parties auront procédé à la preuve pour et contre le compte, la Cour procèdera à rendre un jugement et à établir le compte entre les parties comme s'ils avaient procédé régulièrement.—*Thomas* v. *Cowie*, Würtele, J., 24 octobre 1889.

Contract — Unlawful consideration — Book — Good morals—Arts. 989, 990, *C. C.*

Held:—That the works of an author are not contrary to good morals within the meaning of Art. 990, C. C., unless they are so immoral as to be punishable under the criminal law. The mere fact that a book has been placed in the *index librorum prohibitorum* by the Congregation of the Index, will not affect the validity of a contract made by a bookseller with an agent, for procuring subscribers to such work.—*Taché* v. *Derome*, Davidson, J., April 26, 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. 216.]

§ 100. *Location of subject insured.*

It is important that the location of movables insured be stated correctly.

In 2 Hall's N. Y. Rep. is the case of the *N. Y. Gaslight Co.* v. *The Mechanics' F. I. Co.* of the city of New York. The plaintiffs insured for seven years $5,000 on fixtures placed, or to be placed, in buildings in New York. At the date of the policy they had fixtures in the buildings to over that value, and afterwards placed others there to over $100,000 value. A fire occurred, and fixtures were destroyed; some of them had been placed before the date of the policy, but some only after. It was held that they were all covered by the policy. This policy was plainer than Joseph's which would have been clearer had it read, contained, or "to be contained."

Insurance was effected on wearing apparel, household furniture, all contained in a certain dwelling house on lot 6, etc. The insured sustained loss of apparel while wearing it away from the dwelling house. Held, that this loss was covered by the insurance. The insured repelled demurrer by insurers in first instance, and in appeal again the demurrer to insured's petition was held bad. (Vol. 33, Am. Rep., Iowa, 1879.) Semble, if the insured were at a distance, say in a hotel at a distance, he might as well have been allowed to sue.

§ 101. *Stock-in-trade.*

The term "stock in trade," when used in a policy of insurance in reference to the business of a mechanic, includes not only the materials used by him, but also the tools, fixtures and implements necessary for carrying on his business.[1]

Watchorn v. *Langford*[2] was an action against the Eagle Insurance Company. The plaintiff, a coach plater and cow-keeper, insured his "stock in trade, household furniture, linen, wearing apparel and plate," against fire for one year. A fire happened within the year, and consumed, amongst other things, a large stock of linen drapery goods, which he had purchased a short time before on speculation, and which, it was contended, were protected by the policy under the denomination "linen." But Lord Ellenborough was clearly of opinion, that the word in the policy did not include linen drapery; *noscitur a sociis*, and therefore the linen being preceded by the words "household furniture," and succeeded by "wearing apparel," must mean *household linen* or apparel.

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

[1] *Moadinger* v. *Mechanics' Fire Ins. Co.*, 2 Hall, 490.
[2] 3 Campb.

Where a grocer insures his stock-in-trade, and subsequently adds crockery to his business and deals in both, the crockery will probably be held not covered. See Bunyon, p. 78.

§ 102. *Interpretation of particular words in policies.*

A policy on a ship builder's stock contained in his yard, bounded by certain specified streets, covers timber lying on the sides of one of those streets, it being customary in ship yards to place timber in that manner.[1] It would not be so held in Lower Canada.

A policy on furniture in a dwelling house covers articles used only occasionally as furniture, which are at other times stowed in the garret for want of room below.[2]

Insurance by A of the furniture in his residence does not cover furniture of third persons living with A or in the house, his residence. Dalloz, of 1845.

Insurance on a house was held to include appurtenances, as a rear building used as a kitchen, separated by a small yard. *Workman* v. *Ins. Co.*, 2 Louis., O. S.

In the case of *Greenwood* v. *Home Mutual Ins. Co.*,[3] an open policy was granted, to secure such sums as should be endorsed from time to time on the policy, on stock, hazardous, not hazardous and extra hazardous, in such places as the plaintiff should report to the company, and which the company should endorse. The plaintiff had stored accordingly "in the Alabama Cotton Press" 1,078 bales cotton. A fire occurred, and 1,040 bales were destroyed. The cotton was partly in the press, partly on the banquette, and partly in an adjacent lot called the ice house lot. Suit was brought for these last, alleged to have been lost. Witnesses swore that this lot was part of the Alabama press, that the press had been in the habit of storing there, and that such is the custom at all cotton presses; and that the insurers were well aware of the facts. Judgment was given for the plaintiffs on verdict in their favor.

The word corn in marine insurance includes peas and beans. It would not do so in fire insurance in Lower Canada.

[1] *Webb* v. *National Fire Ins. Co.*, 2 Sandford, 497.

[2] *Clarke* v. *Fireman's Ins. Co.*, 18 La. 431.

[3] Hunt's Merchants' Mag. vol. 31, (A.D. 1854), p. 362.

Suppose an insurance on loaf sugar; would crushed sugar, though equally refined or valuable, be covered? A sale of loaf sugar would not be carried out by delivery of crushed. And in a revenue case, Story held that a duty on loaf sugar was not to be collected upon crushed loaf sugar.[1]

Plate is covered by a policy on goods, wares and merchandizes, unless excepted expressly.

In the absence of any declaration in a policy excepting from the risk "money, bullion, bonds, bills, notes or other evidence of debt," etc., the insurance being upon *property* on board a certain vessel, it was held that current bank bills were included under the term *property*, and that the insurers were bound to pay for the loss of such bills by fire on board the vessel.[2] It is not stated in the report what amount of bank bills had been lost, but probably it was not larger than necessary in the carrying on of the coasting business, which the insurers knew the vessel was intended to be engaged in.

Money and securities for money are generally expressly excepted from insurance.

A corn dealer and seedsman insured his "stock-in-trade consisting of corn, seed, hay, straw, fixtures and utensils in business." It was held that he could not recover for a loss to hops, or malting; for the words "consisting of" limited the description.[3]

A man insuring describes himself as a haberdasher, and insures his stock. If he afterwards add to his stock cigars and tobacco, and these be lost, though part of the man's *stock* at the fire, they are not covered.

Property owned by the insured, or held by him in trust, covers cloth of other parties left with him to be made into clothing, and extends to the whole value of such cloth.[4]

A policy upon a "bark now being built" does not apply to spars and other articles made for it and ready to be attached to it, remaining in the yard from which the bark was launched, and near which it lay.[5]

[1] 1 Summer's Rep. p. 159.

[2] *Whiton* v. *Old Colony Ins. Co.*, 2 Metcalf, 1.

[3] *Joel* v. *Harvey*, Law Times, A.D. 1857.

[4] *Stillwell* v. *Staples*, 19 N.Y. [254] note, Sedgewick on Damages.

[5] *Mason* v. *Franklin Ins. Co.*, 12 Gill & Johnson, 468.

A policy on an unfinished house does not cover wood work prepared for that house, and deposited in an adjoining one.[1]

Four houses were insured as brick houses; they were brick in front but separated from one another in part by wooden framings filled with brick, and all flush plastered over. Builders saying that such were brick houses, the insurers had to pay.[2]

A coffee house is not an inn.

§ 103. *Removal of thing insured.*

Property insured may be lost in a different place from that wherein insured, *e.g.* where removed from danger of fire and yet burnt later in the same conflagration, from the fire spreading. There are no other cases, the general rule being the *locus in quo*.

Casaregis, 1st Disc. No. 35, says that goods cannot be removed from one place, wherein they were insured, to another without the consent of the insurer; but if moved, and both places are burnt, Casaregis would hold the insurer liable.[3]

If a thing be insured in a place mentioned, for instance, a boat "in a dock," place (*le lieu*) is a condition, and if the boat be burnt out of dock the insurers go free. So if No. 319 on a street be insured, Nos. 315 and 316 are not.[4]

§ 104. *Furniture may be replaced or changed.*

Whether a specific article is covered by a policy must be inferred from the context and general scope of the policy. If a policy cover a piano or even "the piano in the house of the insured," the piano originally in the house may be removed, and another one put into its place; but if a policy fix the identity of the things insured, things put into the place of them may not be covered; for instance, if the insurance be "on the Chickering piano No. — now in the house of the insured," and another one by some other maker be introduced, substituted for it, this will not be insured; but as to furniture in a house, this, if insured as ordinarily furniture is, may be changed freely, without fraud. Speciality is the exception in the insurance of movables.[1] Boudousquie, No. 125. *Meubles meublants*, or stock in a shop, may be changed freely, or renewed. Furniture in a house, and insured so, may be moved out into another house, and brought back, and if being brought back they be burned, the insurers must pay.

Furniture insured in a dwelling house or building may be moved about in that house or building freely, or all may be put into half or a mere part of the house or building, and if fire happen, and only burn that part of the house where the furniture is, yet the insurer must pay.[2] But if the furniture be insured as in a particular part of a building, and be moved out of that part into another and be burnt, the insurers are not liable. A building (for instance) is a four story one with a shop upon the street level; if goods of insured be described as in the shop in that building, they cannot be moved to the fourth story afterwards with impunity; if burned in the fourth story the insurers go free.[3]

If a pottery be insured, are not the furnaces fixed in it insured? In *Black* v. *National Ins. Co.* (A.D. 1877) it was argued that they were not. I held that they were.

§ 105. *Buildings insured separately.*

In Lower Canada it is customary to insure all buildings separately; thus stables are insured separately from dwelling house, etc. Dwelling houses are furnished with blinds for summer and double windows for winter. If the dwelling house be insured and burn, the insurers must pay for it, including blinds and double windows burnt with it, or in it; but if these, or any of them, be stowed away in a coach house or stable, which is burnt, uninsured, the insurers need not pay for them.

In Louisiana it has been held that the word "house" includes out-buildings belonging to the house.[4]

The judgment proceeded upon the principle that the out-buildings were accessories, and that in the contract of sale they would follow the house, and, certainly, they would, even

[1] *Ellmaker* v. *Franklin Fire Ins. Co.*, 5 Barr, 183.
[2] Vol. 28, p. 462, Hunt's M. Mag. of 1852.
[3] Perhaps Casaregis means moved out of a burning house, and later the other house be burnt too.
[4] *Rolland* v. *Citizens Ins. Co.*, M. L. R., 4 Q. B.

[1] See *Renaud* case; and after it, in 1873, in New York, *Bryce* v. *Lorillard F. Ins. Co.*, 14 Am. Rep.
[2] Dict. du Cout. Com.
[3] *Boynton* v. *C. & Essex M. Ins. Co.*, 16 Barbour's R.
[4] *Workman* v. *Ins. Co.*, 2 La. R., by Miller.

if detached. But the principles governing in ordinary sales must differ somewhat from those governing insurances. In Workman's case the insurers had foolishly insured two houses, adjoining one another, for a sum, so much the two without description beyond that of the numbers (5 and 7) upon a street. The policy, however, stated that for purposes of insurance every building was to be separately valued. In Lower Canada nobody would pretend, under such circumstances, that if A insure the two houses of B, Nos. 9 and 10 St. Paul street, the stables and coach houses (detached out-buildings) are covered as accessories to the houses.

§ 106. *Books of account, etc.*

Books of accounts, written securities or evidences of debt, title deeds, writings, money or bullion are not deemed objects of assurance, generally, but in Quebec are generally excepted unless specially insured.

§ 107. *Who may become insured.*

"All persons capable of contracting may "insure objects in which they have an in- "terest and which are subject to risk," says our Civil Code, Art. 2472.

Any trustee, mortgagee, reversioner, common carrier, agent, or *mandataire*, having interest in buildings, or goods, if his quality be announced or the nature of his interest stated. The *exact* nature need not be stated unless there be a condition requiring it. The mortgagor and mortgagee may, each, insure the same buildings. Hypothecary creditors can for themselves, even without the concurrence of their debtor, insure the house mortgaged. Even ordinary creditors may insure their debtor's property without his knowledge.[1]

Some authors would allow creditors even chirographary to insure their debtors' goods and chattels, as houses. The insurer shall not recover more than he could possibly have got paid if no fire had occurred. P. 195, Hettier. Des Ass. Terr.

§ 108. *Railroad companies.*

Railroad companies may take policies to cover their liability for loss or damage by fire, occasioned by sparks from locomotives, to the property of others on lands not owned nor occupied by the assured.[1]

§ 109. *Usufructuary.*

An usufructuary can insure the house or goods of which he has the usufruct, for he will lose if it be burnt.[2] He is liable for loss by fire, if proved in fault. The proprietor may insure too,[3] but cannot recover beyond the value of his property, deducting value of the usufruct.

§ 110. *Reversioners.*

Sellers having *faculté de rémeré* may insure; but, *semble*, by the Code of Lower Canada they must specify their interest.

§ 111. *Minors.*

Minors, in France and in the Province of Quebec, can oblige others as insurers towards them; if a minor insure his house, and it be burnt, the insurer must pay. Owing to the qualified nullity of a minor's contracts, Pardessus says that if a minor insure and his premium be unpaid, it cannot be collected after the risk is ended without loss. Boudousquie and others show that the contrary is the law unless the contract has been unfair. Pardessus goes so far as to say that if a minor pay premium and no loss happen, he can recover back the premium. This certainly would not be the case in the Province of Quebec. There is no doubt that a minor trader, or non-trader, emancipated or not, in that province can insure his property and bind himself to pay the premium.

§ 112. *Husband and wife.*

In *Clarke et ux.* v. *Fireman's Ins. Co*,[4] the policy was taken by a husband in his name only, covering the furniture in a house described. The defendants said that the furniture was really the separate property

[1] No. 10, Ass. Terr. Rolland de Villargues.

[1] In Massachusetts, railroad companies got legislative authority so to assure. In the Province of Quebec this was not necessary.

[2] Sirey, A.D. 1837. Proudhon differs, Tom 3, No. 1551. Proudhon says the tenant's liability is expressed, not that of the usufructuary.

[3] The usufructuary of a house is not to meddle with the *nu propriétaire's* insurance money received after the burning of the house upon a policy taken by the *nu propriétaire*. Besançon, 26 Feby., 1856. Alauzet, *contra*, Tome 1, No. 140.

[4] 18 La. Rep. (by Curry).

of the wife; and it was shown to be hers. It was held that, nevertheless, the husband might administer it, and insure it in his own individual name; that he need not declare the extent of his interest; that as to the wife's dotal property he alone has the administration of it, though the wife is the proprietor of it; and as to her paraphernal property he has the administration of it also, unless the wife, separately, be administering it.

A husband can insure as his own the property of the community existing between his wife and himself, and of which he is chief. Wives, if *marchandes publiques*, or public traders, may insure their merchandise without their husbands' consent; and a wife separated as to property from her husband can insure her property, for such insurance passive is only an act of administration. As to married women common as to property with their husbands, it is said by French writers that their contracts, unauthorized expressly by their husbands being null, they cannot effect an insurance, as they have not the administration of the common property. In the Province of Quebec, an insurance effected by such married woman is not null. Husband and wife would be allowed to sue upon it. In modern France, Boudousquie says such a contract will be held confirmed by the husband's ratification express or implied. In Louisiana an insurer would not be allowed after a fire to urge that the wife's insurance was a nullity.

§ 113. *Stockholders, insolvents, partners, etc.*

A stockholder in a corporation insured his interest in its factory against loss by fire. Held, that he had an insurable interest.[1]

Bankrupts or insolvents may insure.

In *Converse* v. *Citizens Mut. Ins. Co.*,[2] it was held, *per* Shaw, Ch. J., that one partner may have an insurable interest in a building purchased with partnership funds, though it stands upon land owned by the other partner.

[1] *Warren* v. *Davenport Fire Ins. Co.*, 31 Iowa. (A.D. 1872-3.)

[2] 10 Cushing's Rep. (A. D. 1852.)

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, July 5.

Judicial Abandonments.

Charles Le Boutillier, trader, Gaspé Basin, doing business under name of John Le Boutillier & Co., July 2.

Lagrenade, Beauchamp & Cie., boot and shoe manufacturers, Montreal, June 28.

Curators appointed.

Re H. Charron & fils, wood and coal merchants, Ste. Cunégonde.—T. Gauthier, Montreal, curator, June 30.

Re Placide Daoust, grocer, Montreal.—T. Gauthier, Montreal, curator, June 30.

Re Appolinaire Lavallée, absentee.—C. Desmarteau, Montreal, curator, June 28.

Re Elzéar Laverdière, farmer, parish of St Pierre de la Rivière du Sud.—E. Lavergne, N. P., Montmagny, curator, June 26.

Dividends.

Re C. S. Aspinall, manufacturer, Montreal.—First and final dividend declared, A. F. Riddell, Montreal, curator.

Re Hilaire Bachand, St. Césaire.—First and final dividend, payable July 22, J. O. Dion, St. Hyacinthe, curator.

Re Oscar Beauchamp, Montreal.—First dividend, payable July 24, Kent & Turcotte, Montreal, joint curator.

Re J. B. Phénix, St. Théodore d'Acton.—First and final dividend, payable July 18, J. O. Dion, St. Hyacinthe, curator.

Re Wm. Stanley, bookseller, Quebec.—Second and final dividend, payable July 22, H. A. Bedard, Quebec, curator.

Separation as to property.

Elizabeth Blouin vs. Vital Côté, hotel-keeper, Plessisville, June 30.

Cadastres deposited.

For township of Stukely; parish of St. Gabriel de Brandon; subdivision of lot 230, Centre Ward of Sherbrooke; subdivision Nos. 91-1, 91-2, St. Roch's Ward, Quebec.

Quebec Official Gazette, July 12.

Judicial Abandonments.

John Leblanc, trader, Carleton, July 9.

Curators appointed.

Re Chas. Chapdelaine, trader, St. François du Lac.—David Seath, Montreal, curator, June 27.

Re Alphonse Lafrenais, trader, parish of St. Germain de Grantham.—J. H. Moulin, Drummondville, curator, July 2.

Re Lagrenade, Beauchamp & Co.—C. Desmarteau, Montreal, curator, July 8.

Re Frederick Lewis.—W. A. Caldwell, Montreal, curator, July 3.

Re Geo. T. Linde, Montreal.—J. McD. Hains, Montreal, curator, July 5.

Re Louis Mayer.—W. A. Caldwell, Montreal, curator, July 3.

Re Rosario Monast.—Bilodeau & Renaud, Montreal, joint curator, July 4.

Re Edmond Perusse, Port Daniel.—W. Le B. Fauvel, Pasbebiac, curator, July 2.

Re James Thomson, Montreal.—W. A. Caldwell, Montreal, curator, July 9.

Re Chas. Vaudry, painter, Montreal.—J. M. Wilson, Montreal, curator, July 5.

Separation as to property.

Delia alias Rosianna Lefebvre vs. Placide Daoust, grocer, Montreal, July 3.