

An exactly parallel case has occurred in the States to one which caused considerable comment in this city, and litigation several years ago. The agent of two companies was instructed to cancel a policy; he did so, and at once re-wrote the risk in his other company. On the day this was done, the insured property was burnt. Naturally enough, the company which had just got the risk suspected that they had been let in for the loss in an improper manner, that indeed the agent had known of the fire before suddenly transferring the policy, choosing to sacrifice one company in order to keep himself solid with the other one. In the Montreal case this was proven to be wholly unfounded, and in this new case the agent will clear himself. That a property should be burnt on the very day the policy on it was being transferred is a very singular coincidence, and suggests that agents who are liable to be caught in this way should make a memorandum of the time they receive instructions to cancel and the time they make the transfer, and both points ought to be provable by a witness.