## MR. DAVID DENNE.

We regret to announce the death of Mr. David Denne special City Agent of the Guardian Assurance Company for past ten years. Mr. Denne had been suffering from heart trouble for some time. He was born in Kent, England, in 1847, and came to Canada in his 26th year. He was greatly interested in antiquarian subjects, and was a large collector of old books and coins. He was a member of the select vestry of Christ Church Cathedral.

Mr. Denne was deeply respected by a large circle of friends. A widow and two sons survive him.

## WHAT DOES "NOON" MEAN?

Mr. John R. Waters, attorney and manager for Subscribers at Individual Underwriters, has issued a circular to them in which he says: "In policies and contracts of fire insurance the time of day when the "insurance takes effect and expires is usually stated to be "noon."

The "N. Y. Journal of Commerce" publishes this as follows:—

"Question No. 1.—Does this mean the solar noon, or noon according to "standard" time?

"It is understood that in certain states, *e.g.*, New York, New Jersey, Pennsylvania, Question No. 1 has been cared for by the legislature, making "standard" time mandatory when there is no express stipulation to the contrary.

"It is understood that in some places the courts have declared that "standard" time must rule in cases where there is no express stipulation to the contrary, on the ground that "standard" time is the local usage.

"It is understood that in some places the courts have upheld solar time.

"In still some other places the question of solar time versus "standard" time is now in contention or litigation between certain fire insurance offices and some policyholders who are trying to collect their fire losses.

"Question No. 2.—Does it mean noon at the place where the policy was written or issued, or noon at the place where the property which is the subject of insurance is situated? (It often happens that the insurance office and the risk are respectively located in places whose times differ).

"This office does not know that Question No. 2 has been legislated or adjudicated, but that this question is also an important one is apparent on its face.

"The situation as above described merits, in our judgment, prompt consideration and diligent action, and as the object of this office is to protect its subscribers' interests, we venture to recommend to each policyholder positive action on the following lines:

"Let the policyholder first make up his mind as to which of the two noons (solar or "standard") he wants, and then procure the indorsement on all of his policies of an appropriate rider as set forth below, it being taken for granted that every subscriber proposes, in regard to Question No. 2, to stand on the time (whether solar or "standard") of the place where the property is situated rather than on that of the place where the policy is issued.

"Rider No. 1 (for use by policyholders who decide for "standard" time):

"By agreement between the insured and this Company the word "noon" in this policy or contract means the noon of the "standard" time of the place where the property which is the subject of the insurance is situated.

"Rider No. 2 (for use by policyholders who decide for solar time):

"By agreement between the insured and this company the word "noon" in this policy or contract means the solar noon of the place where the property which is the subject of insurance is situated.

"Rider No. 3 (for use by policyholders whose properties are located in states where the law in the absence of express stipulation defines the time):

"By agreement between the insured and this company the word "noon" in this policy or contract means noon at the place where the property which is the subject of insurance is situated.

"It is, of course, unnecessary to remind you that whatever may be done, all fire insurance policies and contracts on the same risk should be treated alike and simultaneously so as to be concurrent and avoid conflict and trouble in case of fire.

"We earnestly recommend subscribers to encourage state legislation along the lines suggested by this communication."

## RECENT LEGAL DECISIONS.

WHEN INSURANCE CUSTOM BINDING.—This was an action upon a Lloyd's policy of marine insurance by the owner of a cargo of tea, which had been lost, against an underwriter. The action was defended on the ground that the loss had been paid to an insurance broker. The insured, after the loss, sent his policy to the broker, so that the latter might put forward the claim. This was done, the broker received the insurance moneys, but became bankrupt before he paid them over, hence the action. The underwriter, as the basis of his defence, alleged that there was a well-known usage or custom of Lloyd's whereby insurance brokers and underwriters mutually settle losses in respect of policies, and premiums due upon policies effected by the brokers with the underwriters, as was done in this case. The custom was admitted, but the tea owner swore that he knew nothing of it. In giving judgment against the insurance underwriter Mr. Justice Kennedy held, on the evidence, that the plaintiff had no knowledge of the custom; he had sworn that he had not, and although it might seem curious that he should have carried on business for so long without knowing of it, yet nothing was alleged against his credibility. He further held that it was necessary for the underwriter to prove that the assured had knowledge of the custom. (Matvieff *v.* Crosfield, 19 Times Law Reports 182.)

ASSIGNMENT OF LIFE INSURANCE POLICY.—The Scottish Widows' Fund and Life Insurance Society, in 1872, issued a policy for £700 on the life on one, Alfred Death. The policy was subsequently assigned to one, Prior, and upon his death it passed to his executors and formed part of his estate. Believing that Death was still alive, the executors offered the policy for sale, and entered into an agreement for its sale to a purchaser for £460. The deed of sale was drawn up and settled, but was not signed until nine days later. During these nine days information came to the purchaser, leading him to believe that the assured was dead at the date of the sale. Although he had undertaken to communicate to the executors any information he might receive as to the existence of the assured, he did not do so. The executors then brought an action to set aside the sale on the ground that there had been a common mistake, and and were successful. Mr. Justice Kekewich considered that the case raised an interesting question of law, and he gave judgment for the plaintiffs, because the parties had contracted under a common mistake, and could, without difficulty, be restored to the position in which they were before the contract, and besides the plaintiffs had promptly brought their action. (Scott *v.* Coulson, 19 Times Law Reports 162.)