

punctual payment of premiums without the necessity of any putting in default,<sup>1</sup> yet the insured might recover because the insurance company had not put him in default (*en demeure*) to pay; and this, too, although the premiums were expressly stipulated to be payable at the company's office (*portables*). This decision, which seems to be going far, confirmed a judgment to the same effect of the Cour d'Appel of Lyons of 31st July, 1872.

If a man, after the expiration of the year, has fifteen days to renew the insurance, and during the fifteen days the premium be refused because the company has raised its rates, and a fire happen within the fifteen days, the company is not liable.<sup>2</sup>

‡ 43. *Effect of acknowledgment of payment of premium though not actually paid.*

In *Prince of Wales Assurance Co. v. Harding*,<sup>3</sup> a case of one insurance company reassuring with another, premiums were held paid by one giving receipts for them to the other, though not actually paid. In this case it appeared that periodical settlements were the usage between the two companies.

Bunyon, p. 83, says that insurance offices may agree to give credit to the insured for premiums, and hand him receipt, and where such credit is given it is equivalent to payment. This must, however, be taken to be subject to the proviso that the Act of incorporation does not prohibit such a proceeding.<sup>4</sup>

‡ 44. *Granting delay for payment of premium.*

The premium is generally paid at once on the granting of the policy, but it may be

<sup>1</sup> "Sans qu'il soit besoin d'aucune mise en demeure."

<sup>2</sup> See *Salvin v. James*, 6 East.

<sup>3</sup> 1 El. Bl. & El. 183.

<sup>4</sup> In the absence of fraud, the policy statement concludes as to premium paid. Smith, *Mercantile Law*, p. 357 (8th Ed.). So the plaintiff need only wait, and prove the contrary of fraud after defendant's proofs to fraud. In *La Comp. d'Assurance des Cultivateurs & Grammon*, 24 L. C. Jurist, the insurance company took the insured's note for the premium, payment whereof was acknowledged, and policy delivered. The insured failed to pay the note at maturity. Held, that the insurance not the less attached. The policy was held to admit a *paiement effectif* to the satisfaction of the insurers. Judgment went in favor of the insured less the amount of the note, and this was confirmed by the Queen's Bench at Montreal, (Dec., 1879) the five judges being unanimous.

made payable at a future time, or by instalments; except where a public law, or incorporating Act, orders otherwise.

‡ 45. *Agent debiting himself towards his company for the premium.*

It sometimes happens that where the premium ought to be paid in cash, the policy is delivered by an agent upon an agreement that there shall be a delay of a few days, or weeks, for the payment of the cash; and sometimes a check or note is taken instead of cash. Such practices tend to trouble, particularly where fire happens before the agent has been paid by the insured. It sometimes appears in such cases that the agent has debited himself towards his principals; sometimes, however, it is the other way.

[To be continued.]

#### APPEAL REGISTER—MONTREAL.

Friday, May 16.

*De Chantal & Plamondon*.—Acte granted of désistement from the appeal.

*Ex parte A. B. Coullée*.—Petition to be appointed a bailiff of the Court granted.

*Montreal Loan and Mortgage Co. & Leclair*.—Heard. C. A. V.

*Canadian Pacific R. Co. & Robinson*.—Part heard.

Saturday, May 17.

*Canadian Pacific R. Co. & Robinson*.—Hearing concluded. C. A. V.

*Crawford & Protestant Hospital for the Insane*.—Application for precedence rejected.

*Hagar & Seath*.—Part heard.

Monday, May 19.

*Hamilton & Lamb*.—Leave to appeal from interlocutory judgment granted.

*Hagar & Seath*.—Hearing concluded. C. A. V.

*Bonneau & Circé*.—Submitted on factums. C. A. V.

*Dominion Oil Cloth Co. & Coallicr*.—Heard. C. A. V.

*Bergerin & Taschereau, & Masson*.—Part heard.

Tuesday, May 20.

*McBean & Blackford*.—Motion for leave to appeal from interlocutory judgment. C. A. V.