Quite recently the House of Lords was called upon to lay down, for its own guidance, the following principle, namely, that a decision of the House of Lords upon a question of law is conclusive, and binds the House in all subsequent cases. Nothing but an Act of Parliament can set right that which is alleged to be wrong in a judgment of the House of Lords. Lord Halsbury, who gave the judgment of the Court, referred to the principle as one which has been established for centuries without any real decision to the contrary. He said that there could be no extraordinary or unusual case, which might be an exception to the rule, that such would render the dealings of mankind doubtful, by reason of different decisions, so that in truth and in fact there would then be no real final Court of Appeal. 1898, App. Cases 375

The Supreme Court of Canada recently refused to entertain an appeal from the Ontario Court of Appeal in a controversy which involved questions (1) as to the construction of conditions, endorsed upon a benevolent society's certificate of insurance, and (2) whether the statute securing the benefit of life insurance to wives and children applied to such a certificate; upon the ground that such matters were not of sufficient public importance to justify the Court in granting special leave to appeal. 28 S. C. R. 494.

RECENT DECISIONS AFFECTING FIRE INSURANCE.

(Compiled for THE CHRONICLE, by R. J. Maclennan, Toronto.)

1. THE SUBJECT MATTER.

NEGLIGENCE.—Negligence by the assured under a fire policy, whereby the fire is occasioned which causes the loss, affords no defence to the insurance company, because loss by fire is what is insured against.

Trinder Anderson & Co. *vs.* Thames, etc., Insurance Co. 1898, 2 Q. B. 114.

INSURABLE INTEREST.—The owner of buildings agreed in writing to sell his property for $2,000, with a verbal understanding that he was to keep them insured until the deed passed. After he had received $800 on account, he insured the buildings for $2,000, but did not disclose to the insurance company the agreement for sale, and the company knew nothing of it until the day before a fire took place, and did damage to the amount of $1,740. At the time of the fire, $1,300 had been paid by the purchaser, and the company offered to pay $700 only, claiming that such was the amount of the assured's interest, being the balance due by the purchaser. It was held, however, that the assured having an interest in the property at the time the insurance was effected, and at the time of the fire, he was entitled to recover, not only for the amount of his own actual loss, but to the extent of the whole loss by the fire, his recovery for the part over and above his own loss being a recovery as trustee for the purchaser.

Keeper *vs.* Phoenix Insurance Co. of Hartford, 18 C. L. Times 176.

2. THE APPLICATION.

NON DISCLOSURE OF ENCUMBRANCE.—An insurance company resisted payment, on the ground that the insured stated in his application that there was no encumbrance on his property. There was in fact a mortgage, but the jury found that the answer to the question, "is there any encumbrance?" was written there by the company's agent, and that the assured signed the application without knowing that it contained this question and answer; the jury found besides that the question of the encumbrance was not a fact material to the risk, and the trial judge gave a verdict against the company. It was held on appeal, however, that the misrepresentation complained of, and contained in the application signed by the assured, discharged the company of liability, regardless of the findings of the jury, and that the verdict must be for the company.

Perry *vs.* Liverpool and London and Globe Insurance Co. 34 C. L. J. 360.

3. THE INTERIM RECEIPT.

COVER NOTE DEFINED.—A cover note is merely an interim document given pending negotiations. There is no difference in character between such a document and an interim receipt. The only difference is, that the one does, and the other does not, acknowledge the receipt of a premium pending the negotiations. A cover note is like an interim receipt, evidence of an insurance contract, and obtaining it would be a sufficient compliance with a covenant to insure. A cover note, however, is not so obviously a policy, in the common understanding of that word, as to compel the court to hold that it should be so construed, in a condition giving a vendor a right of re-entry and forfeiture on the non-production of a policy of insurance by the purchaser.

Heard *vs.* Campbell, 15 New Zealand 51.

4. THE CONTRACT.

CONSTRUCTION OF.—When a policy is worded, that the company will indemnify the assured, his heirs or assigns, the words "heirs or assigns" mean, heirs or assigns of the property, so that a purchaser under an agreement for sale, made before the policy was issued, falls within the meaning of the word assigns.

Keeper *vs.* Phoenix Insurance Co., of Hartford, 18 C. L. Times 176.

When considering a policy of marine insurance, the House of Lords laid down a rule that, in looking at a document between business men, it is not wise to look at technical rules of construction. It is well to look at the whole document, to look at the subject matter with which the parties are dealing, and then to take the words in their natural and ordinary meaning, and construe the document in that way.

Tatham *vs.* Burr, The Engineer, 1898, App. Cas. 382.

THE HOSE QUESTION IN NASHVILLE.—An enthusiastic meeting of the business men was held at the Chamber of Commerce, on the 31st ult., to discuss the question of providing the city with fire hose. The notification of the Imperial that it would withdraw from Nashville unless the city was immediately supplied with efficient hose was read. Short speeches were made by insurance agents and business men, scoring the city authorities for the present condition, by which the city was practically without hose effective for fighting fire. The blame was laid on the three members of the Board of Public Works and Affairs, who were charged with imperiling the property of the city. A resolution was adopted, which was presented to the Board to-day and which was promised due consideration. The resolution called on the Board to provide good fire hose at once.