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No. 6

APPELLATE DIVISION.

SECOND DIVISIONAL COURT.

APRIL 13TH, 1917.

*BEURY v. CANADA NATIONAL FIRE INSURANCE CO.

Insurance—Fire Insurance—"Insurance Contract"—Interim Receipt—Difference in Contract from that Applied for—Failure to Point out Difference—Insurance Act, R.S.O. 1914 ch. 183, sec. 2 (14), (45), sec. 194, Condition 8—Fire Taking Place after Expiry of Period Named in Interim Receipt—Oral Application—Subsequent Written Application—Evidence—Questions of Fact—Terms of Interim Receipt.

Appeal by the defendants from the judgment of BRITTON, J., 11 O.W.N. 413.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LENNOX, and ROSE, JJ.

A. C. Heighington, for the appellants.

Gideon Grant, for the plaintiffs, respondents.

MEREDITH, C.J.C.P., read a judgment in which he said that the plaintiffs apparently expected the Court to assume that the case was one within the provisions of statutory condition 8, under sec. 194 of the Insurance Act, R.S.O. 1914 ch. 183, and apply its provisions so as to exclude the defence that the insurance actually effected was for 30 days only, and that the loss occurred after the expiration of the 30 days. But the plaintiffs must catch their hare before they could cook it.

* This case and all others so marked to be reported in the Ontario Law Reports.