From Q. B.]

In re Yeomans et Ux. and the Corporation of the County of Wellington.

Property abutting on highway — Raising highway—Injuriously affected—Compensation, 36 Vict. c. 48, sec. 373, O.

Held, affirming the judgment of the Queen's Bench, that the owners of property abutting upon a public highway are entitled to compensation from the municipality under the Municipal Act, 36 Vict. c. 48, sec. 373, for injury sustained by reason of the municipality, having for public convenience, raised the highway in such a manner as to cut off the ingress and egress to and from their property abutting upon the highway, which they had formerly enjoyed, and to make a new approach necessary.

The cases upon the subject reviewed.

C. Robinson, Q.C., for the appellant.

Cattanach, for the respondent.

Appeal dismissed.

From Q. B.]

Frey v. Wellington Mutual Insurance Co.

Fire Insurance.

The 52nd section of the Mutual Fire Insurance Companies' Act, under which the defendants were incorporated, provides that "in case of loss or damage, the member shall give notice to the secretary forthwith, and the proofs, declarations, evidences and examinations called for by or under the policy must be furnished to the company within 30 days after said loss, and upon receipt of notice and proof of claim as aforesaid, the board of directors shall ascertain and determine the amount of such loss and damage—and such amount shall be payable in three months after the receipt by the company, of such proofs."

Held, affirming the judgment of the Queen's Bench, that the above section does not prevent an action being brought before the expiration of the three months where the directors have refused to pay the claim; its object being to afford that period for payment without suit where the directors choose to determine the amount.

C. Robinson, Q.C., for the appellant.

Bowlby, for the respondent.

Appeal dismissed.

From Q. B.]

McQueen v. Phœnix Insurance Co.

Fire insurance—Assignment—Non-ratification of.

The defendants' agent issued an interim receipt to the plaintiff on the 19th Nov., 1877, for 30 days and on the 28th November the plaintiff assigned to one M., in trust for his creditors the insured property —which was destroyed by fire on the 15th January, 1879. The policy issued after the fire. It appeared that when the assignment was made the defendants' agent was expressly notified thereof and assented thereto and stated that no notice to the company was necessary.

[No application was made under section 41 of the Mutual Insurance Companies' Act, to ratify the insurance to the alienees, but the policy issued in the terms of the application to the plaintiff.

Held, reversing the judgment of the Queen's Bench, that the plaintiff was not entitled to recover, as the notice even if given to the company, would only be notice that the property had been alienated, which under section 41 rendered the insurance void.

Bethune, Q.C., for the appellant.

C. Robinson, Q.C., for respondent.

Appeal allowed.

From Q. B.]

Parsons v. Standard Ins. Co.

Insurance—Prior insurance.

Where an applicant for insurance in answer to the question "What other insurances, if any, and in what office," replied shewing four existing insurances of $2,000 each; but, by mistake, mentioned the name of the Canada Fire & Marine instead of the Provincial Insurance Company.

Held, reversing the judgment of the Queen's Bench, that under the 8th statutory condition, the policy was void.

After the issue of the policy the insured allowed one of the above policies to drop, and substituted another in a different company for a similar amount.

Held, that the policy was avoided by the non-communication of the insurance.

Bethune, Q.C., for the appellant.

H. Cameron, Q.C., for the respondent.

Appeal allowed.