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INSURANCE CASE.

MCCUAIG VS. THE QUAKER CITY COMPANY.

A case of considerable importance to Marine Insurers was tried at the late Wentworth Assizes before CHIEF JUSTICE DRAPER, in which an action brought to recover the amount of a policy of the insurance for \$2,000, on the steamer "Trenton." The Insurance Company, an American, located in Philadelphia, refused to pay the claim, the boat having been burnt, on the ground that the boat was insured for a larger amount than she was worth, and consequently the claim was a fraudulent one. The boat was insured altogether for £4,500. A great deal of evidence was taken as to the value of the boat. The weight of the evidence went to show that the boat was worth upwards of £5,000. One party deposed that the Wolf Island Railway Company had offered £6,000 for the boat previous to her having been burnt. Mr. Bockus deposed that in June 1855, the boat was worth £5,717 17s. 9d. In June, 1856, after fitting her with saloon and deck to fit her for a passage boat, she was worth £6324 1s. 4d.

Capt. Weatherly corroborated the evidence of Mr. Bockus with regard to the custom of deducting 10 per cent each year for wear and tear, and the adding of the cost of improvements to the value of the vessel, the insurable value when burned being \$19,808.

Capt. Stanley said the value of the vessel for insurance at the time she was burnt was \$19,663; he thought the deduction of ten per cent for the first few years was too much, though in fixing the value of the vessel he had deducted ten per cent. For the defence it was sought to be shown that the vessel was insured for more than her value, and that consequently the Policy was void. The defendants further put in a plea of fraud on the ground that plaintiff was their agent; he applied for the policy which he got, but did not pay the premium until after the vessel was destroyed. Defendants put in a further plea, that the policy of insurance was obtained under false representations as to the value of the boat and plaintiff's interest in her.

His LORDSHIP, in charging the Jury, said that although the premium on the policy was not paid until after the vessel was burnt, still the defendants, by the acceptance of the risk had rendered themselves just as liable as if the money had been paid to them, it having been paid to their recognized agent. His Lordship then placed before the jury in the clearest manner the different points which it was necessary for them to consider and decide.

The jury, after an absence of a few minutes brought in a verdict for plaintiff; damages £532 10s., and that there was no fraud on the part of plaintiff.