

LEGAL DECISIONS IN INSURANCE CASES.

COMPILED BY
MESSRS. MONK, MONK & RAYNES, ADVOCATES,
MONTREAL.

SUPREME COURT OF CANADA.

(From Nova Scotia.)

CALDWELL vs. THE STADACONA FIRE INSURANCE CO.

Fire Insurance—Policy—Proofs of Loss—Waiver—Estoppel—Insurable Interest.

Held, reversing the judgment of the Court below, that where the agent of the Defendants had requested the Appellant to delay putting in proofs of loss, the Company was estopped from setting up the defence that the waiver of the condition respecting the putting in of proofs should have been in writing according to another condition.

While the policy was in force the buildings were conveyed to B., who the next day conveyed to the wife of the assured.

Held, that the insured had such an insurable interest by reason of being seized of an estate in fee simple in right of his wife as to entitle him to recover.

UNITED STATES DECISIONS.

SUPREME COURT, PENNSYLVANIA.

FIRE INSURANCE CO. vs. IMPROVEMENT CO.

Fire Insurance—Payment of Premium—Agent.

Where by its terms a policy does not become operative until the premium has been paid into the hands of the Company or its authorized agent, the payment to any one but such authorized agent will not bind the company in case of loss; a broker is agent of the party by whom he is employed to effect insurance, and not of the companies in which such insurance may be placed.

SUPREME COURT, WISCONSIN.

WALDECK vs. SPRINGFIELD FIRE AND MARINE INSURANCE CO.

Condition, Interpretation of.

Where a boiler in Plaintiff's distillery exploded, doing damage to the insured premises before the fire broke out which destroyed it, but it was not conclusively proved that the fire was caused by the explosion:

Held, where the policy contained the following: "This Company shall not be liable by virtue of this policy or any renewal thereof * * * for any loss caused by the bursting of a boiler from any cause; and if the premises * * * insured be damaged or destroyed by the bursting of a boiler from any cause, this policy shall be null and void the instant casualty by explosion occurs," that the word *casualty* refers to the damage or destruction of the insured premises resulting from the explosion, and not to a fire caused thereby, and that the bursting of the boiler, by which the insured property was damaged, instantly terminated the policy, and that the Company is not liable thereon for the subsequent loss by fire.

SUPREME COURT, MINNESOTA.

FUNKE vs. MINNESOTA FARMERS' MUTUAL INSURANCE ASSOCIATION.

Re-insurance without consent—Condition Broken.

A fire policy contained the condition that the insured should not recover if he should thereafter insure in any other Company on the property insured without the consent of the secretary. The insured did thereafter enter into a contract of insurance upon the same property with another Company, which, however, by reason of misrepresentations on his part, and by reason of such prior insurance, was by its terms "void."

Held, that the condition recited was broken, and the insured could not recover.

BRIGADE NOTES.

Ottawa.—Some of the Chaudière mill owners have adopted an automatic fire alarm signal—called a thermostat—invented by Mr. Geo. McDonald, superintendent of the Ottawa Fire Alarm.

Hamilton.—The City Council have decided to purchase a steam fire engine—a wise move, of which we urged the necessity some time ago.

The annual report of Chief Aitchison says:—The number of fire alarms, from all causes, for the year ending 30th December, 1882, has been 147, an increase of 25 over the number for last year. Of the 147 alarms 88 were for actual fires, 32 were for chimney fires, and the remaining 27 were false alarms. The total loss at these fires was \$65,000. This amount is nearly covered by insurance. Of these alarms 77 were at night, and 70 during the day. The actual working time at all fires during the year was 112 hours.

Toronto.—Telephones are being placed in several of the Fire Halls.

Messrs. J. & J. Taylor handed a cheque for \$100 to Chief Ardagh for the Benevolent Fund as acknowledgment of the services rendered by the brigade at the late fire at their Safe Works.

The Mail suggests that runners should be provided for the waggons and hose reels. It is true that sleighing does not usually last so long in Toronto as this year, but, in case of a heavy fall of snow, the want would be a serious one should it cause delay.

Chief Ashfield's annual report shows that the appropriation for 1882 had been \$47,482, and the expenditure \$46,296.87, leaving a balance of \$1,185.13.

During the year 1882 the fire brigade had been called out 192 times. There had been 141 fires and 51 unnecessary alarms. Of the fires 56 had been extinguished before the loss exceeded \$10. The total losses by fire had been \$171,591. The insurance had covered \$447,220. The total strength of the Department, including Superintendent of fire alarm telegraph, officers and men, is 56. During the year five new fire alarm boxes had cost \$425, 2,300 feet of new hose of four different brands \$2,415.50. The Department now has 9,500 feet of serviceable hose, and 1,200 feet of unreliable hose. The total number of fire alarm boxes now in the city is 97.

There are steam engines at Bay and Yonge Street Fire halls ready for use.

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