

# The Ontario Weekly Notes

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## APPELLATE DIVISION.

SECOND DIVISIONAL COURT.

MARCH 25TH, 1918.

\*ROGERS v. GENERAL ACCIDENT FIRE AND LIFE  
INSURANCE CORPORATION.

\*ROGERS v. MERCANTILE FIRE INSURANCE CO.

*Insurance (Fire)—Insurance Act, R.S.O. 1914 ch. 183, sec. 194,  
condition 5—Construction of—“Effect other Insurance thereon”  
—Removal of Goods so that they Become Covered by Policy  
of another Company.*

Appeals by the defendants from the judgment of CLUTE, J.,  
13 O.W.N. 175.

The appeals were heard by MULOCK, C.J.Ex., RIDDELL,  
SUTHERLAND, and KELLY, JJ.

A. C. McMaster, for the appellants.

A. J. Russell Snow, K.C., for the plaintiff, respondent.

RIDDELL, J., in a written judgment, referred to statutory  
condition 5—sec. 194 of the Ontario Insurance Act, R.S.O. 1914  
ch. 183—which provides: “If the assured now has any other in-  
surance on any property covered by this policy which is not dis-  
closed to the company or hereafter effects any other insurance  
thereon without the written assent of the company, he shall not  
be entitled to recover in excess of sixty per cent. of the loss . . .”

It was argued that the removal of the goods covered by the  
policy of one company so that they became covered also by the  
policy of the other company is to “effect other insurance thereon,”

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

5—14 O.W.N.