

*Per Sedgewick, J.*, The New Brunswick Act, 58 Vict. ch. 25, for securing to wives and children the benefit of life insurance, applies to accident insurance as well as to straight life insurance.

*Cornwall v. Halifax Banking Company*, 76.

4. *Condition Precedent to Liability on Policy—Arbitration Before Award—Validity of—Ouster of Jurisdiction of Court.*—Upon the face of a policy of life insurance, the contract to pay was made subject to the conditions endorsed upon it as conditions precedent; and the 15th of such conditions provided, in the event of any difference arising between the parties, for obtaining the award of a mutual person as a condition precedent to liability to pay any claim under the policy and to the enforcement of it:—

*Held*, therefore, that the liability being upon the award and policy and not upon the latter alone, no action lay on the policy, nor did the amount payable under it become due until the award had been made under the condition.

*Held*, further, that the condition was not in contravention of section 80 of the Ontario Insurance Act, R.S.O. 1897, ch. 203.

*Spurrer v. La Cloche*, [1902] A.C. 446, followed.

*Nolan v. Ocean Accident and Guarantee Co.*, 367.

5. *War Risks—Special Premium—When Earned—Recovery of from Company.*—A life insurance company, in consideration of the payment of a special annual premium, insured the lives of a certain number of men belonging to a military corps that was proceeding to engage in the late war in South Africa against risks of that war. An agent of the company procured the insurance and paid the ordinary and special war premiums to the company out of his own pocket to facilitate the issue of the policies. Before the military corps reached the scene of the hostilities, peace was declared. In an action by the agent to recover the special premiums paid by him:—

*Held*, that the special premiums had not been earned by the company in view of the fact that the assured had not been exposed to the risks of war, and that, therefore, the plaintiff was entitled to recover back the amount thereof.

*Bellew v. Provident Savings Life*, 455.

6. *Policy—"Signed, Sealed and Delivered"—When Complete—Insured Taking Hazardous Employment Without Permission—Retention of Premium Paid After with Knowledge of*