DECISIONS IN COMMERCIAL LAW

CONSOLIDATED PLATE GLASS CO. v. CASTON.—A plate glass company hired by the dav the general servant and horse and wagon of another company for use in its business, and while so hired the servant in carrying a load of glass, knocked a man down and seriously injured him. Held, reversing the judgment of the Court of Appeal (26 Ont. App. R. 63), that the plate glass company was not liable in damages for the injury; that the driver remained the general servant of the company from which he was hired, and not that of the Plate Glass Co.

WHEN LIFE POLICIES ARE INCONTESTABLE.

It appears that some persons are not satisfied as to the justice of the recent decision of the case carried by the Manufacturers' Life Company to the British Privy Council. A correspondent, who seems to miss the main point of this decision, asks us, somewhat satirically, to "Please state when an incontestable life policy is incontestable?" We reply that if a life company, assuming the truth of certain representations made to it by an applicant, issues a policy and agrees to make it incontestable, after a certain time, that company, or any person standing in a like position with the company, is entitled to refuse to be bound by the policy if it proves to have been obtained by lies or other fraud. This is reason, and by the recent decision in this matter it is pronounced to be law. Neither life insurance nor any other business can be carried on upon a basis of fraud. An "incontestable" policy would be incontestable if it were established that the said policy complied with the company's conditions, and was not based on fraud. If a policy has been agreed upon by two parties, if one of them can prove that he executed it owing to false representations made with a clear intent to defraud, the contract can be declared cancelled in spite of the company or person having declared the contract to be incontestable, for as that agreement itself was procured by fraud, equity demands that it be set aside.

AT Halifax on Monday, judgment was given by Captain Smith, R.N.R., as to the stranding of the "Merrimac" at Anticosti. Captain Purcell's certificate is suspended for three months.

AN assignment has been made, upon demand of James Robinson, wholesale boots and shoes, by Mrs. A. St. Martin, doing a small shoe manufacturing business in Montreal, under the style of Lefebvre Freres. Mr. St. Martin had previously been carrying on the business, but became involved last February, failing with liabilities of $41,000. The estate was bought in for his wife, and the business continued on a more moderate scale, but complications have again arisen, leading to another assignment. The present liabilities are about $8,000, largely due to the demanding creditor.——Racine Freres, grocers, Montreal, have made a voluntary assignment, and the premises will be closed.