

At the time of effecting the insurance the plaintiff had concurrent insurances which were recorded on the policies. Subsequently these insurances were replaced by other insurances for a slightly larger amount, the excess being due to certain improvements made to the buildings, and additions to the contents. These substituted insurances were not communicated to the defendants, who contended that the omission to notify them thereof rendered the policies void. The Supreme Court had refused to give effect to this contention, and the Judicial Committee of the Privy Council (Lords Atkinson, Shaw, and Moulton) affirmed the decision, holding that the condition in question meant only that the fact that the property covered was further insured should be declared, and that the insured had committed no breach of the condition, and was entitled to recover upon the policies. See The Insurance Act (2 Geo. V. c. 33, Ont.), statutory condition 5. It may be noted that this decision was arrived at notwithstanding that the substituted insurances were effected in other companies than those mentioned in the policies. Another point in the case was, that, pending the policy, the insured had leased the property insured, and it was contended that this constituted a transfer of his interest in the property insured, which under a condition in the policy rendered it void; but this contention also failed. See Ontario Insurance Act, statutory condition 3.

PARLIAMENT—DISQUALIFICATION—CONTRACT WITH THE SECRETARY OF STATE FOR INDIA IN COUNCIL—CONTRACT FOR THE PUBLIC SERVICE—22 GEO. III. c. 45—41 GEO. III. c. 52—21 & 22 VICT. c. 106—(R.S.C. c. 10, s. 14; 8 EDW. VII. c. 5, s. 11, ONT.).

*In re Samuel* (1912) A.C. 514. This was a matter referred to the Judicial Committee of the Privy Council (Lord Haldane, L.C., and Lords Halsbury, Loreburn and Dunedin) by an order of His Majesty in Council. The Postmaster General was a member of a firm holding a contract with the Secretary of State for India in Council, and the question submitted to their Lordships was whether this fact disqualified him from sitting and voting as a member of Parliament; and their Lordships held that under 22 Geo. III. c. 45, s. 1 (see R.S.C. c. 10, s. 14; 8 Edw. VII. c. 5, s. 11 Ont.), a contract with the Governor General of India in Council is within the statute, and is a contract on behalf of the Crown, and that the Postmaster was therefore disqualified, and that the Act covers all contracts made for the public service not only in the United Kingdom but anywhere else.