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Mercantile Summary.

DECISIONS IN COMMERCIAL LAW

WESTERN ASSURANCE COMPANY v. TEMPLE.—The validity of contracts of insurance is very frequently questioned by insurance companies on the ground that a full disclosure of all the facts material and relevant to the risk has not been made by the assured to the company. Insurance contracts are contracts uberrimae fidei, or contracts in which the utmost good faith must be shown, else that contract is a nullity. In the present case, one Temple insured his property against fire, the policy containing a condition that "if the insured is not the sole and unconditional owner of the property, or if any building intended to be assured stands on ground not owned in fee simple by the assured, or if the interest of the assured in the property, whether as owner, trustee, assignee, factor, agent, mortgagee, lessee, or otherwise is not truly stated in this policy, this policy shall become void unless consent in writing by the company be endorsed thereon." As a matter of fact at the time the insurance was put on there was a mortgage on it for a small amount, the existence of which was not disclosed to the company, Temple having insured as owner. Another condition of the policy was that "if the assured have or shall hereafter obtain any other policy of insurance on the said property, then it shall ipso facto become void, unless the consent of the company thereto be endorsed thereon." While the policy was in force, Temple's son, without his knowledge, applied to the Quebec Insurance Company for a policy on the same property, but before he was notified of the acceptance of his application, the property was destroyed by fire. It was held by the Supreme Court that, despite the first condition above, the mortgage did not avoid the policy. And under the second condition, seeing that Temple had not received notice of the acceptance of his son's application for further insurance, until two days after the insured property was destroyed, that therefore, there was really no further insurance on the property, within the meaning of the policy, at the time of the fire, and that therefore the policy was not avoided, but was valid under the condition. This case is, therefore, an exception to the general principle enforced by the courts, that the utmost good faith must be shown in contracts of insurance, and if such broad principle is violated, then the assured cannot recover under his policy, which is a nullity.

MUCH dissatisfaction is expressed in Montreal at the delay which, it now looks certain, will ensue before that port will be in possession of suitable elevator facilities. The contract, which the Harbor Commissioners awarded to Mr. J. A. Jamieson, a short while ago, was subject to the approval of the plans by Mr. Tarte. The latter now refuses to give his sanc-

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2 14-inch Swing x 6 foot bed Engine Lathes.
2 14-inch " x 8 foot " " "
1 17-inch " x 6 foot " " "
1 24-inch " x 12 foot " " "
1 24-inch " x 16 foot " " "
1 36-inch " x 16 foot " " "
1 24-inch x 36 inch x 10 foot bed. Gap. Engine Lathe.
2 24-inch x 40-inch x 20 foot " " "
1 36-inch x 60-inch x 16 foot " " "
1 72-inch Face Lathe, with two rests. " " "
1 24-inch x 24-inch x 6 foot bed Iron Planers.
1 20-inch Triple geared Iron shaper.
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