

cumstances: The Confederation Life Association leased part of their building in Toronto to a firm of grocers, who installed an elevator, which, as part of the building, became the property of the Association. The grocers upon going out of business sold the elevator for \$160 to one Labatt, who, thereupon, removed it. The Association then recovered, as damages, the value of the elevator, which was assessed at \$450, and the question then arose how much should the grocers pay back to Labatt. They claimed that \$160 was enough, but the Court in working out the above principle, awarded that the amount to be made good must be \$450. *Confederation Life Association v. Labatt*, 27 Ont. App. 321.

PRIOR FIRE INSURANCE.—It seems almost impossible to get the general public to understand that insurance policies mean what they say; and this applies to some loan companies as well. The general insurer does not see that information which a company is entitled to have, is of any use or value to the managers of fire insurance companies. It appeared that at the time applications for policies were made to the Liverpool and London and Globe, and the Alliance Assurance Company, there was a prior insurance in a third company, and this fact was not stated in the applications, nor was it then disclosed to the new companies. The new policies both contained the condition, as must all policies in Ontario, "The Company is not liable for loss if there is any prior insurance in any other company, unless the company's assent thereto, appears herein, or is endorsed hereon." The prior insurance lapsed during the first term of both the new policies, and both of the policies were renewed, and, during the renewal term, a fire took place, and both companies were called upon by the Agricultural Savings and Loan Company to make good the loss. The insurance companies, having in the meantime ascertained that the insured had not dealt fairly with them in not disclosing the prior insurance, declined to pay the loss to the loan company, and the result was that two actions followed, which were tried before Judge Rose, at London, Ontario. It was argued for the loan company, that a new contract was made when the policies were renewed, and that at such time there was no prior insurance, and the loss should be paid.

Judge Rose decided in favour of the insurance companies, holding, that though the prior insurance had expired before the end of the first year of the insurance, at which time renewal premiums were paid and receipts obtained, still such renewals did not make new contracts; following the decision in *Howard v. The Lancashire Insurance Company*, where, in 1885, it was held by the Supreme Court of Canada that, the renewing of an existing policy of fire insurance is merely a continuance of the original contract. Applying this principle, Judge Rose further held that, a material fact had been withheld, and as nothing had occurred subsequently to prevent the companies from objecting, the policies were invalid, and the renewals did not validate them, especially as at the time of the renewals, the insurance companies were not notified of the prior insurance tainted the conditions, as must all policies in Ontario, which had been in force. The actions were accordingly dismissed with costs, and the insurance companies were given leave to apply the premium moneys received on their costs, and to enter judgment for the balance. *Agricultural Savings and Loan Co. v.*

Liverpool and London and Globe Insurance Co. v. and the same plaintiffs v. Alliance Assurance Company,— Judgment 9th Nov., 1900.

BANKING, CERTIFIED CHEQUE.—On Saturday April 3, 1897, one Clark had on deposit with the Globe Savings Bank of Chicago over \$3,000. Shortly before 12 o'clock of that day, the hour for closing business on Saturday, Clark went to the bank and received what is called a "cashier's cheque" for \$3,000, payable to his order. This cheque was deposited in another bank, and, on the Monday morning following, was thrown out by the clearing house. The Globe Savings Bank in the meantime passed into the hands of the Chicago Title and Trust Company, receivers by appointment of the Court. In the proceedings which followed to wind up the affairs of the bank, Clark filed a petition, in which he alleged that by the giving of the cheque the bank had assigned to him \$3,000 out of its account, and thereby credited itself with the said sum of \$3,000, leaving him with a deposit of only \$60.30, and that, at the time of giving the cheque, he had handed to the bank his pass-book, and thereupon the bank marked in the book, payment of the \$3,000. The bank had, at the time the cheque was drawn, more than \$3,000, and continued to have more than that sum until the time the receivers took possession on Monday, before the usual time of opening for business, and thereupon Clark further contended that the sum of \$3,000 out of the moneys taken possession of by the receivers belonged to him, and was unlawfully detained.

The matter was decided against him by the Supreme Court, Illinois, which held, that when a depositor receives from the cashier of a bank a cheque against the customer's credit, the cashier, at the same time marking such sum as paid in the depositor's book, it only has the effect of changing the evidence of the debt arising from the deposit, and does not amount to an assignment by the bank to the customer of the amount of the cheque, and so does not change the nature of the debt, so as to entitle him to a preference over creditors of the bank where the cheque has not been paid before the failure of the bank.—*Clark vs. Chicago Title and Trust Company*, 57 N. E. Reporter 1061.

STOCK EXCHANGE NOTES.

Wednesday p.m., November 14th, 1900.

The stocks on the general list, almost without exception, show an advance in price over last week's close. Montreal Street and Toronto Railway are, however, slightly easier, while Dominion Cotton has made a decided loss since election day. There is a good undertone of strength to the whole market, and the advance which has taken place locally is not anything like as heavy as the improvement in prices in both London and New York. The mining list still pursues a very erratic course, and violent fluctuations in price attack one security after the other. However, with the exception of Virtue, the closing was at better prices than last week.

The elections now being over, both here and in the