Reports and Notes of Cases.

Dominion of Canada.

SUPREME COURT.

Ont.] [Dec. 11, 1916.

GLEN FALLS INSURANCE CO. v. ADAMS.

Appeal—Amount in Controversy—Joinder of Defendants—Separate Contracts.

A., by order of a master, was allowed to bring action against three insurance companies on three separate policies and obtained from the Appellate Division judgment against each for an amount less than $1,000 though the amounts in the aggregate exceeded that sum.

Held, following *Bennett* v. *Havelock Electric Light Co.* (46 S.C.R. 640), that the defendants were in the same position as if a separate action had been brought against each and, as none of them was made liable for a sum exceeding $1,000, no appeal would lie to the Supreme Court of Canada.

Appeal quashed with costs.

W. L. Scott, for motion to quash. *Leighton McCarthy*, K.C., contra.

Ont.] Dec. 11, 1916.

SHARKEY v. YORKSHIRE INSURANCE CO.

Insurance—Stallion—Conditions—Attachment of risk.

S. applied for insurance on a stallion "for the season," the application stating "term 3 mos." and that the insurers would not be liable until the premium was paid and the policy delivered. The policy eventually issued stated that the insurance would expire at noon on 7th September, and insured against the death of the stallion, after premium paid and policy delivered, from accident or disease "occurring or contracted after the commencement of the company's liability." The policy was delivered and premium paid before four o'clock p.m. of the 8th of June; the horse had become sick early that morning and died before six o'clock p.m.