

REPORTS AND NOTES OF CASES.

Province of Ontario.

HIGH COURT OF JUSTICE.

Divisional Court]. LUDLOW v. BATSON. [Jan. 1.

*Defamation—Special case—What constitutes.*

The special damage required in an action of defamation must be such as would be the reasonable and natural result of the words used. Where, therefore, the alleged defamatory words were that the plaintiff, who received an allowance for the maintenance of his wife's niece from her father's estate, had put in an account for trifling matters, such as for candies, oranges, etc., the special damage alleged being that in consequence thereof the niece and his wife had left him and refused to live with him.

*Held*, that such damage was not such as was recognizable at law, not being the natural and reasonable consequence of the words used.

*Brewster*, J.C., for plaintiff. *Harley*, K.C., for defendant.

Meredith, C.J.C.P.] [Jan. 16.

LONDON LIFE INSURANCE CO. v. MOLSONS BANK.

*Insurance—Life insurance—Fraud of agent—Payment by bank—Right of company to recover amounts paid.*

N. was the assistant superintendent of a life insurance company as well as its local agent at one of its branches, having sole control of the business there. A number of applications sent in by him to the head office were, with the exception of some five in number, on the lives of fictitious persons, and, as to these five the insurance had subsequently lapsed, but of which the company were kept in ignorance. Afterwards N., representing that the insured were dead and the claims payable under the policies, sent in to the head office claim papers, filling in the names of the fictitious claimants and forging their alleged signatures thereto, when cheques for the respective amounts made by the company in favour of the alleged claimants and payable at a branch of the defendants' bank, were sent to N. whose duty it was, on receipt thereof, to see the payees and procure discharges from them. On receipt of these cheques the endorsements of the fictitious payees' names were forged and the cheques presented to the bank and paid in good faith, the amounts thereof being charged to the company's account.