

**IMPORTANT ELECTRICAL TRANSACTION.**

MONTREAL WILL HAVE ONE OF THE LARGEST  
ELECTRIC LIGHT, HEAT, POWER AND GAS  
COMPANIES ON THIS CONTINENT.

On Wednesday last, the 18th inst., the Royal Trust Company, Montreal, consummated negotiations by which the Montreal Light, Heat & Power Company acquires the Lachine Rapids Hydraulic & Land Company, the Standard Light & Power Company and the Citizens' Light & Power Company. The Montreal Power Company also owns the Gas Company, and by the purchase just completed will have sole control of the electric power to be supplied in the City and on the Island of Montreal by the Shawinigan Company.

The purchase of above corporations was made outright by the Royal Trust Company, the sum of \$190 being paid for each \$100 share of each of the above three companies. Twenty-five per cent. in cash has been paid to the shareholders and the balance will be paid in 60 days. The amount involved is about \$4,200,000.

By this acquisition and consolidation the Montreal Light, Heat & Power Company becomes one of the largest aggregations of electrical interests on this continent. It will be in a position to give splendid light and power service to Montreal, and, no doubt, will deal liberally with consumers. It controls such constant and perpetual resources as will enable it to supply electricity for lighting, power and other uses, also gas for lighting, heating and cooking for all time.

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**DELIVERY OF RECEIPT BEFORE PAYMENT  
OF PREMIUM.**

The recent decision by the Ontario Court of appeal in regard to the delivery of receipt before payment had been made of the premium on a policy of fire insurance is one of such importance that we have secured a statement of the case and judgment from our legal correspondent in Toronto, which reads as follows:

The Doherty Manufacturing Company of Clinton effected an insurance with the Millers' and Manufacturers' Insurance Company, of Toronto, in October 1898. The policy was issued and delivered before the cash premium was paid. At the end of the first and second years the same custom was followed by the Insurance Company. The General Manager and Secretary, Mr. Scott, mailed the premium receipts and afterwards the premiums were paid. The same thing was done at the end of the third year, but this time the premium mentioned in the receipt was

larger and the manufacturer objected to the amount. Before there was any agreement a fire took place, and the manufacturer endeavoured to seal the contract by remitting the increased amount to the Insurance Company on that very day. In the action which followed by the insured against the Company, Mr. Justice Street relieved the Company, not because the premium had not been paid, but for the reason that at the end of the third year there never was any agreement for an insurance contract owing to the difference between the parties on the question of premium. In the course of his judgment the judge said: "What is the meaning and effect of the delivery by a company to its insured of a receipt for the renewal premium upon a policy where the money has not, in fact, been paid? The practice is very common, the Insurance Company's printed forms shew it to have been their custom, and the only conclusion at which I can arrive is that it is intended to keep the policy in force in favour of the insured, in case he shall omit to forward the renewal premium to the company in due time, and this involves the giving of credit to the insured for the amount of the premium. If this be not the intention to be drawn from the act, I can find no other reasonable or satisfactory explanation of it, for if it be intended by the sending of the receipt merely to remind the insured that the payment is due, a simple notice to that effect would answer the same purpose. Then, if it is shewn as it has been here, that the Company had not asked the insured to pay the previous renewal until six or seven weeks after it had become due, and had then simply drawn for it without a word of remonstrance or complaint, there is a state of things upon which a jury, and, therefore, a judge, would be justified in holding the existence of an understanding that a credit had been given for the premium until a demand should be made. It appears to be well established that the executive officer of a company may waive a condition providing for the payment of premiums in advance, so that the mere fact, that by the terms of the policy, payment of premiums upon renewal is made a condition to the liability of the company attaching, may be met by showing either an express or an implied waiver."

"But the question is not the simple one as to whether credit had been given for the premium, but whether I should hold that the plaintiffs had ever accepted the defendant's policy with the increased premium. I have arrived at the conclusion that no contract existed for an insurance after the third year. The plaintiffs allowed seven days to pass, after the final decision of the company as to the rate had been communicated to them, without any act or word of acceptance until the happening of the fire