

Reports and Notes of Cases.

Dominion of Canada.

SUPREME COURT.

Man.]

[Dec. 9, 1918.]

NORTH AMERICAN ACCIDENT INSURANCE CO. v. NEWTON.

Accident insurance—Employer's indemnity—Assignment by insured—Right of assignment against insurer—Payment of claim—Money advanced by outside party—Measure of damages.

By an Employer's Liability Policy, N. was insured against loss from liability an account of bodily injuries to, or death of, an employee. N. incurred such liability but made an assignment for benefit of his creditors before he paid his employee's claim. With money advanced by a third party the assignee paid it and brought action against the insurer to be reimbursed.

Held, that the Insurance Company was liable; that the right of N. to pay his employee and collect the amount from the Insurance Company passed to his assignee; that payment to the employee before the assignment was not essential; that the insurer could not inquire into the source from which the money came to make the payment; and that the insurer's liability was not limited to the amount which the insolvent estate realized to pay the creditors.

Appeal dismissed with costs.

Chrysler, K.C., for appellant. *E. K. Williams*, for respondent.

Ont.]

[Dec. 12, 1918.]

DINGLE V. WORLD NEWSPAPER CO.

Pleading—Libel—Action against newspaper company—Advantage of want of notice—Averment in plea—Denial—R.S.O. [1914] c. 71, s. 8 (1) and 15 (15).

By sec., 15 subsec. 1 of the Libel and Slander Act (R.S.O. [1914] ch. 71) the defendant in an action against a newspaper company is not entitled to take advantage of the want of notice required by sec. 8 unless the name of the proprietor and publisher is stated at a specified place in the paper. In a case in which there was no proof that the name was so stated:—

Held, reversing the judgment of the Appellate Division (43 Ont. L.R. 218) that the failure of the plaintiff to allege non-compliance with the requirements of sec. 15 (1) in his reply to a plea