

Judgment of the Lords of the Judicial Committee of the Privy Council on the Appeal of Anderson and others v. The Pacific Fire and Marine Insurance Company, from the Supreme Court of Victoria; delivered 7th of July, 1869.

Present :

SIR JAMES W. COLVILLE.

SIR JOSEPH NAPIER.

LORD JUSTICE GIFFARD.

THE question turns upon what, in fair construction, is the meaning of the words, "Insured only for £4000" ? Whether is it to be considered as a representation that it was the sum total insured in any one or more of the Insurance Offices, or whether it related to the Insurance in the Office of the Pacific Company ?

It appears to their Lordships that upon the fair construction of these words, they refer only to the Insurance effected in the Office of the Pacific Insurance Company. As between Insurer and Re-insurer, it being open to the owner to Insure in any sum he liked, could it be taken as a representation upon which any one could have been expected to rely in the unlimited sense contended for ?

The occasion on which, and the purpose for which the words were used, suggest that some limitation on their generality is required; and taking them in connection with the words in the memorandum which says, "Being a Reinsurance of one-eighth of Pacific Fire Company's Policy, and subject to its terms, and to that Company's Settlement in event of loss or arrear," their Lordships are clearly of opinion that the Judgment of the Court below is right, and ought to be affirmed.

Their Lordships will therefore humbly recommend to Her Majesty that the Judgment below be affirmed with costs.

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