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By

JOHN BIRDS, LL.M.

Reader in Law, University of Sheffield

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1988

TO MY FAMILY

PREFACE

The courts have been fairly busy with insurance cases in the six years since the first edition of this book was published. Some of the decisions are of limited importance but a number are of great significance and the appropriate parts of the text have been rewritten to incorporate them. In particular, there have been several important cases on the doctrine of *uberrima fides* and a number concerning issues of insurable interest and subrogation. Perhaps the most significant case of all is *Banque Keyser Ullman v. Skandia Insurance* which is due to go to the Court of Appeal; the decision of that court is eagerly awaited. For the present all that I have been able to do is point out its potential significance if the first instance decision is upheld, at appropriate points. A broad duty on an insurer to display the utmost good faith could lead to a significant body of case-law over the next few years.

In contrast the legislature has, regrettably, not been very active in the area of insurance contract law. Certain aspects of insurance law are touched on by the Financial Services Act 1986, although the length of this book has not enabled me to do more than hint at the general scheme of investor protection established thereby for, *inter alia*, long-term insurance policy-holders. In addition I have been able to deal with the draft regulations which will extend compulsory motor insurance as required by the EEC. However, there has been no implementation of the Law Commission's important Report No. 104 on Non-Disclosure and Breach of Warranty. Instead revised self-regulation has been adopted. As is stated at several points in the text, this may be regarded as unfortunate. Because the Report appears to have been shelved at least for the foreseeable future, I thought it right to cut down the consideration given to it, so that readers will have to refer elsewhere, not least of course to the Report itself, for the detail.

I hope that this second edition will continue to prove a useful guide to students of law and of insurance and, indeed, to practitioners in those fields. The cross-references to *MacGillivray and Parkinson on Insurance Law*, which remains the best source of detailed reference, are to the paragraphs of the 8th edition of that book which should appear at more or less the same time as this appears.

My thanks are due to the staff at Sweet & Maxwell for their

encouragement and for preparing the Tables. I have tried to state the law as at June 1987, with some additional references inserted at proof stage.

John Birds
Faculty of Law
University of Sheffield
November 1987

TABLE OF CASES

<i>Ackbar v. Green (C.F.) & Co.</i> [1975] Q.B. 582; [1975] 2 W.L.R. 773; 119 S.J. 219; [1975] 2 All E.R. 65; [1975] 1 Lloyd's Rep. 673	146
<i>Adams v. Andrews</i> [1964] 2 Lloyd's Rep. 347; [235 L.T. 692]	313
<i>Adams v. Dunne</i> [1978] R.T.R. 281; [1978] Crim.L.R. 365, D.C.	296
<i>Adamson (T.H.) & Sons v. Liverpool & London & Globe Insurance Co.</i> [1953] 2 Lloyd's Rep. 355; [104 L.J. 133]	200
<i>Adie v. The Insurance Corporation</i> (1898) 14 T.L.R. 544	53, 57
<i>Agnew Surpass Shoe Stores Ltd. v. Cumber-Yonge Investments Ltd.</i> (1973) 55 D.L.R. (3d) 248	252
<i>Albert v. M.I.B.</i> [1972] A.C. 301; [1971] 3 W.L.R. 291; 115 S.J. 588; [1971] 2 All E.R. 1345; [1972] R.T.R. 230; [1971] Lloyd's Rep. 229, H.L.	317
<i>Albion Insurance Co. v. Government Insurance Office of New South Wales</i> (1969) 121 C.L.R. 342	260, 261
<i>Alchorne v. Favill</i> (1825) 4 L.J.O.S.Ch. 47	230
<i>Alder v. Moore</i> [1961] 2 Q.B. 57; [1961] 2 W.L.R. 426; 105 S.J. 208; [1961] 1 All E.R. 1; [1960] 2 Lloyd's Rep. 325; [77 L.Q.R. 300; 24 M.L.R. 637], C.A.; reversing [1959] 2 Lloyd's Rep. 487; [1959] C.L.Y. 388	167
<i>Allen v. Robles. Compagnie Parisienne de Garantie, Third Party</i> [1969] 1 W.L.R. 1193; [1969] 3 All E.R. 154; [1969] 2 Lloyd's Rep. 61; <i>sub nom.</i> <i>Allen v. Robles</i> (1969) 113 S.J. 484, C.A.	209
<i>Alliss-Chalmers Co. v. Fidelity & Deposit Co. of Maryland</i> (1916) 114 L.T. 433; 32 T.L.R. 263, H.L.	54
<i>Allobrogia Steamship Corporation, Re</i> [1978] 3 All E.R. 423	281
<i>Aluminium Wire and Cable Co. Ltd. v. Allstate Insurance Co. Ltd.</i> [1985] 2 Lloyd's Rep. 280	289
<i>American Surety Co. of New York v. Wrightson</i> (1910) 103 L.T. 663; 27 T.L.R. 91; 16 Com.Cas. 37	264
<i>Ancil v. Manufacturers' Life Insurance Co.</i> [1899] A.C. 604; 68 L.J.C.P. 123; 81 L.T. 279, P.C.	31, 77
<i>Anderson v. Commercial Union Assurance Co.</i> 34 W.R. 189; 1 T.L.R. 511, D.C.; affirming (1885) 55 L.J.Q.B. 146, C.A.	231, 232
— <i>v. Fitzgerald</i> (1853) 4 H.L.Cas. 484; 21 L.T.O.S. 245; 17 Jur. 995; 10 E.R. 551, H.L.	106, 124
— <i>v. Norwich Union Fire Insurance Society</i> [1977] 1 Lloyd's Rep. 253, C.A.	166
— <i>v. Pacific Fire & Marine Insurance Society</i> (1872) L.R. 7 C.P. 65; 26 L.T. 130; 20 W.R. 280; 1 Asp.M.L.C. 220	83
<i>Andrews v. Patriotic Assurance Co.</i> (1886) 18 L.R.Ir. 355	233
<i>Anglo-African Merchants v. Bayley</i> [1970] 1 Q.B. 311; [1969] 2 W.L.R. 686; 113 S.J. 281; [1969] 2 All E.R. 421; <i>sub nom.</i> <i>Anglo-African Merchants and Exmouth Clothing Co. v. Bayley</i> [1969] 1 Lloyd's Rep. 268	138, 140, 146
<i>Anstey v. British Natural Premium Life Association Ltd.</i> (1908) 99 L.T. 765; 24 T.L.R. 871, C.A.; affirming 99 L.T. 16; 24 T.L.R. 594	76
<i>Arterial Caravans Ltd. v. Yorkshire Insurance Co.</i> [1973] 1 Lloyd's Rep. 169.....	91
<i>Aubrey (Richard) Film Productions Ltd. v. Graham</i> [1960] 2 Lloyd's Rep. 101	217

<i>Austin v. Drewe</i> (1816) 6 Taint. 436; 2 Marsh. 130; 128 E.R. 1104	170, 184
— <i>v. Zurich General Accident & Liability Insurance Co.</i> [1945] K.B. 250; [1945] 1 All E.R. 316; 114 L.J.K.B. 340; 172 L.T. 174; 61 T.L.R. 214; 78 L.L.Rep. 185, C.A.	259, 267
<i>Australian Agricultural Co. v. Saunders</i> (1875) L.R. 10 C.P. 668; 44 L.J.C.P. 391; 33 L.T. 447; 3 Asp.M.L.C. 63, Ex.Ch.; affirming (1872) 28 L.T. 844	267
<i>Australia and New Zealand Bank v. Colonial and Eagle Wharves Ltd., Boag</i> (Third Party) [1960] 2 Lloyd's Rep. 241	84
<i>Ayrey v. British Legal & United Provident Assurance Co.</i> [1918] 1 K.B. 136; 87 L.J.K.B. 513; 118 L.T. 255; 34 T.L.R. 111	85, 145
<i>B. (A Minor) v. Knight</i> [1981] R.T.R. 136	295
<i>Babatsikos v. Car Owners' Mutual Insurance Co.</i> [1970] 2 Lloyd's Rep. 314	89
<i>Banque Keyser Ullman S.A. v. Skandia Insurance Co.</i> [1987] Lloyd's Rep. 69	80
<i>Barnes v. London, Edinburgh & Glasgow Life Assurance Co. Ltd.</i> [1892] 1 Q.B. 864; 8 T.L.R. 143; 36 S.J. 125, D.C.	31
<i>Barnett, (Arthur) Ltd. v. National Insurance Co. of New Zealand</i> [1965] N.Z.L.R. 874	246
<i>Barrett v. London General Insurance Co.</i> [1935] 1 K.B. 238; 104 L.J.K.B. 15; 152 L.T. 256; 51 T.L.R. 97; 78 S.J. 898; 40 Com.Cas. 125; 50 L.L.Rep. 99	303
<i>Barrett Bros. (Taxis) v. Davies</i> (Lickiss and Milestone Motor Policies at Lloyd's, Third Parties) [1966] 1 W.L.R. 1334; 110 S.J. 600; <i>sub nom.</i> Lickiss <i>v. Milestone Motor Policies at Lloyd's</i> [1966] 2 All E.R. 972; [1966] 2 Lloyd's Rep. 1, C.A.	116, 201, 202, 207, 284
<i>Bauman v. Royal Indemnity Co.</i> (1961) 36 N.J. 12	160
<i>Bawden v. London, Edinburgh & Glasgow Assurance Co.</i> [1892] 2 Q.B. 534; 61 L.J.Q.B. 792; 57 J.P. 116; 8 T.L.R. 566; 36 S.J. 502, C.A.	112, 113
<i>Bazeley v. Forder</i> (1868) L.R. 3 Q.B. 559; 9 B. & S. 599; <i>sub nom. Baseley v.</i> Forder 37 L.J.Q.B. 237; 18 L.T. 756; 32 J.P. 550	29
<i>Beach v. Pearl Assurance Co. Ltd.</i> [1938] 1 A.C. Rep. 3	54
<i>Beacon Carpets Ltd. v. Kirby</i> [1985] Q.B. 755; [1984] 3 W.L.R. 489; (1984) 128 S.J. 549; [1984] 2 All E.R. 726; (1984) 48 P. & C.R. 445; (1984) 81 L.S.Gaz. 1603, C.A.	51, 52
<i>Beacon Insurance Co. v. Langdale</i> [1939] 4 All E.R. 209; 83 S.J. 908; 65 L.L.Rep. 57, C.A.	285
<i>Beauchamp v. National Mutual Indemnity Insurance Co.</i> [1937] 3 All E.R. 19	102
<i>Becker, Gray & Co. v. London Assurance Corporation</i> [1918] A.C. 101; [1916–1917] All E.R. Rep. 146; 87 L.J.K.B. 69; 117 L.T. 609; 34 T.L.R. 36; 62 S.J. 35; 14 Asp.M.L.C. 156; 23 Com.Cas. 205, H.L.; affirming [1915] 3 K.B. 410; [1916] 2 K.B. 156, C.A.	184, 185, 187
<i>Bedford Insurance Co. v. Instituto de Ressagueros do Brazil</i> [1985] Q.B. 966; [1984] 3 W.L.R. 726; (1984) 128 S.J. 701; [1984] 3 All E.R. 766; [1984] 1 Lloyd's Rep. 210; [1985] F.L.R. 49; [1984] L.M.C.L.Q. 386; (1984) 134 New L.J. 34; (1985) 82 L.S.Gaz. 37	15
<i>Bell v. Lever Bros.</i> [1932] A.C. 161; [1931] All E.R. Rep. 1; 101 L.J.K.B. 129; 146 L.T. 258; 48 T.L.R. 133; 76 S.J. 50; 37 Com.Cas. 98, H.L.; reversing <i>S.C. sub nom. Lever Bros. Ltd. v. Bell</i> [1931] 1 K.B. 574, C.A.	213
<i>Beller, (Marcel) Ltd. v. Haydon</i> [1978] Q.B. 694; [1978] 2 W.L.R. 845; (1977) 122 S.J. 279; [1978] 3 All E.R. 111; [1978] R.T.R. 344; [1978] 1 Lloyd's Rep. 472	32, 172, 173, 175, 179

Beresford v. Royal Insurance Co. [1938] A.C. 586	161, 190, 191, 192
Berger v. Pollock [1973] 2 Lloyd's Rep. 442	89
Beswick v. Beswick [1968] A.C. 58; [1967] 3 W.L.R. 932; 111 S.J. 540; [1967] 2 All E.R. 1197; [83 L.Q.R. 687; 31 M.L.R. 342], H.L.; affirming [1966] Ch. 538; [1966] 3 W.L.R. 396; 110 S.J. 507; [1966] 3 All E.R. 1; [1966] C.L.Y. 1915; [27 M.L.R. 657], C.A.; reversing [1965] 3 All E.R. 858; [1965] C.L.Y. 632; [110 S.J. 641]	275, 276
Biddle v. Johnston 109 S.J. 395; [1965] 2 Lloyd's Rep. 121	297
Biggar v. Rock Life Assurance Co. [1902] 1 K.B. 516; 71 L.J.K.B. 79; 85 L.T. 636; 18 T.L.R. 119; 46 S.J. 105	112, 116
Black King Shipping Corp. v. Massie Litsion Pride, The [1985] 1 Lloyd's Rep. 437; (1984) 134 New L.J. 887	80, 210
Blackley v. National Mutual Life Association of Australasia [1972] N.Z.L.R. 1038	86, 145
Blanchette v. C.I.S. Ltd. (1973) 36 D.L.R. (3d) 561	114, 115, 116
Boardman v. Phipps [1967] 2 A.C. 46; [1966] 3 W.L.R. 1009; 110 S.J. 853; [1966] 3 All E.R. 721; [31 Conv. 63] H.L.; affirming <i>sub nom.</i> Phipps v. Boardman [1965] Ch. 992; [1965] 2 W.L.R. 839; 109 S.J. 197; [1965] 1 All E.R. 849; [29 Conv. 233; 28 M.L.R. 587], C.A.; affirming [1964] 1 W.L.R. 993; 108 S.J. 619; [1964] 2 All E.R. 187; [114 L.J. 815; 28 Conv. 310; 98 I.L.T. 275]; [1964] C.L.Y. 3345; [1965] C.L.Y. 3575	145
Boehm v. Bell (1799) 8 T.R. 154; 101 E.R. 1318	42
Bolton Partners v. Lambert (1888) 41 Ch.D. 295; 58 L.J.Ch. 425; 60 L.T. 687; on appeal (1889) 41 Ch.D. 302, C.A.	143
Bond Air Services Ltd. v. Hill [1955] 2 Q.B. 417; [1955] 2 W.L.R. 1194; 99 S.J. 370; [1955] 2 All E.R. 476; [1955] 1 Lloyd's Rep. 498	119
Boss v. Kingston [1963] 1 W.L.R. 99; 106 S.J. 1053; [1963] 1 All E.R. 177; 61 L.G.R. 109; <i>sub nom.</i> Boss and Hansford v. Kingston [1962] 2 Lloyd's Rep. 431, D.C.	131
Bowskill v. Dawson (No. 2) [1955] 1 Q.B. 13; [1954] 3 W.L.R. 275; 98 S.J. 523; [1954] 2 All E.R. 649; [21 Sol. 255], C.A.	278
Bradley and Essex and Suffolk Accident Indemnity Society, <i>Re</i> [1912] 1 K.B. 415; [1911-1913] All E.R.Rep. 444; 81 L.J.K.B. 523; 105 L.T. 919; 28 T.L.R. 175, C.A.	80, 118, 160, 326
Braunstein v. Accidental Death Insurance Co. (1861) 1 B. & S. 782; 31 L.J.Q.B. 17; 5 L.T. 550; 8 Jur.N.S. 506; 121 E.R. 904	201
British and Foreign Marine Insurance Co. v. Gaunt [1921] 2 A.C. 41; [1921] All E.R.Rep. 447; 90 L.J.K.B. 801; 125 L.T. 491; 37 T.L.R. 632; 65 S.J. 551; 15 Asp.M.L.C. 305; 26 Com.Cas. 247; 7 Ll.L.Rep. 62, H.L.; affirming <i>S.C. sub nom.</i> Gaunt v. British and Foreign Insurance Co. Ltd. & Standard Marine Insurance Co. Ltd. [1920] 1 K.B. 903, C.A.	169
British Bank of the Middle East v. Sun Life Assurance Co. of Canada (U.K.) Ltd. [1983] 2 Lloyd's Rep. 9; [1983] Com.L.R. 187; (1983) 133 New L.J. 575, H.L.	143
British Traders' Insurance Co. v. Monson (1964) 38 A.L.J.R. 20; 111 C.L.R. 86	36, 46, 51, 224, 234
British Workmen's & General Assurance Co. v. Cunliffe (1902) 18 T.L.R. 502, C.A.	126, 127
Britton v. Royal Insurance Co. (1866) 4 F. & F. 905; 15 L.T. 72, N.P. ..	161, 209
Brook v. Trafalgar Insurance Co. (1946) 79 LL.L.Rep. 365	142, 201, 209
Brown v. Roberts [1965] 1 Q.B. 1; [1963] 3 W.L.R. 75; 107 S.J. 666; [1963] 2 All E.R. 263; <i>sub nom.</i> Brown v. Roberts and Nicholls [1963] 1 Lloyd's Rep. 314	295

<i>Brown v. Royal Insurance Co.</i> (1859) 1 El. & El. 853; 28 L.J.Q.B. 275; 33 L.T.O.S. 134; 5 Jur.N.S. 1255; 7 W.R. 479; 120 E.R. 1131	230, 231, 232
— <i>v. Zurich General Accident & Liability Insurance Co.</i> [1954] 2 Lloyd's Rep. 243; [99 S.J. 19]	304
<i>Browning v. Phoenix Assurance Co. Ltd.</i> [1960] 2 Lloyd's Rep. 360	302
<i>Buchanan v. Motor Insurers' Bureau</i> [1955] 1 W.L.R. 488; 119 J.P. 227; 99 S.J. 319; [1955] 1 All E.R. 607; [1954] 2 Lloyd's Rep. 519	313
<i>Buckland v. Palmer</i> [1984] 1 W.L.R. 1109; (1984) 128 S.J. 565; [1984] 3 All E.R. 554; [1985] R.T.R. 5; (1984) 81 L.S.Gaz. 2300, C.A.	248
<i>Bugge v. Taylor</i> [1941] 1 K.B. 198	294
<i>Burnand v. Rodocanachi</i> (1882) 7 App.Cas. 333; 51 L.J.Q.B. 548; 47 L.T. 277; 31 W.R. 65; 4 Asp.M.L.C. 576	27, 225, 237, 242
<i>Burridge v. Haines</i> (1918) 87 L.J.K.B. 641; 118 L.T. 681; 62 S.J. 521	208
<i>Burts & Harvey Ltd. v. Vulcan Boiler & General Insurance Co.</i> [1966] 1 Lloyd's Rep. 354	228
<i>C.T.I. International Inc. v. The Oceanus Mutual Underwriting Association</i> (Bermuda). <i>See</i> <i>Container Transport International Inc. v. Oceanus Mutual Underwriting Association</i> .	
<i>Canadian General Electric Co. v. Liverpool & London & Globe Insurance Co.</i> (1980) 106 D.L.R. (3d) 750	184
<i>Canadian Indemnity Co. v. Walken Machinery & Equipment Ltd.</i> (1975) 52 D.L.R. (3d) 1	176, 178
<i>Candler v. London & Lancashire Guarantee & Accident Co. of Canada</i> (1963) 40 D.L.R. (2d) 408	172
<i>Canning v. Farquhar</i> (1886) 16 Q.B.D. 727; 55 L.J.Q.B. 225; 54 L.T. 350; 34 W.R. 423; 2 T.L.R. 386, C.A.	55, 56, 70
<i>Carr and Sun Ins., Re</i> (1897) 13 T.L.R. 186, C.A.	211
<i>Carreras Ltd. v. Cunard Steamship Co.</i> [1918] 1 K.B. 118; 87 L.J.K.B. 824; 118 L.T. 106; 34 T.L.R. 41	227
<i>Carter v. Boehm</i> (1766) 3 Burr. 1905; 1 Wm.Bl. 593; 97 E.R. 1162	80, 82, 85, 89
<i>Carter Bros. v. Renouf</i> (1962) 36 A.L.J.R. 67	35
<i>Cassel v. Lancashire & Yorkshire Accident Insurance Co.</i> (1885) 1 T.L.R. 495	200
<i>Castellain v. Preston</i> (1883) 11 Q.B.D. 380; 52 L.J.Q.B. 366; 49 L.J. 29; 31 W.R. 557, C.A.	129, 224, 236, 238, 239, 252
<i>Central Bank of India v. Guardian Assurance Co.</i> (1936) 54 Ll.L.R. 247	210, 211
<i>Chadwick v. Gibraltar General Insurance Co.</i> (1981) 34 O.R. (2d) 488	42
<i>Chandris v. Argo Insurance Co.</i> [1963] 2 Lloyd's Rep. 65; 107 S.J. 575	282
<i>Cherry Ltd. v. Allied Insurance Brokers Ltd.</i> [1978] 1 Lloyd's Rep. 274	147
<i>Church and General Insurance Co. v. Connolly</i> (1983) unreported, noted (1983) 5 D.U.L.J.(n.s.) 291	52
<i>Cipriani v. Barnett</i> [1933] A.C. 83	316
<i>City Tailors Ltd. v. Evans</i> (1921) 91 L.J.K.B. 379; 126 L.T. 439; [1921] All E.R.Rep. 399; 38 T.L.R. 230; 9 Ll.L.Rep. 46, C.A.	44
<i>Clark & Sons v. Finnamore</i> (1973) 32 D.L.R. (3d) 236	248
<i>Clarke v. National Insurance and Guarantee Corporation</i> [1964] 1 Q.B. 199; [1963] 3 W.L.R. 710; 107 S.J. 573; [1963] 3 All E.R. 375; [1963] 2 Lloyd's Rep. 35, C.A.; reversing [1963] 2 Q.B. 790; [1963] 2 W.L.R. 1396; 107 S.J. 317; [1963] 2 All E.R. 470; [1963] 1 Lloyd's Rep. 322	304
— <i>v. Clarke v. Vedel</i> [1979] R.T.R. 26, C.A.	318

Cleaver v. Mutual Reserve Fund Life Assurance [1892] 1 Q.B. 147; 61 L.J.Q.B. 128; 66 L.T. 220; 56 J.P. 180; 40 W.R. 230; 8 T.L.R. 139; 36 S.J. 106, C.A.	276
Clidero v. Scottish Accident Insurance Co. (1892) 19 R. 355; 29 Sc.L.R. 303 ..	173
Clough v. County Livestock Insurance Association (1916) 85 L.J.K.B. 1185; 32 T.L.R. 526; 60 S.J. 642; W.C. & Ms.Rep. 373	205
Clover, Clayton & Co. Ltd. v. Hughes [1910] A.C. 242; [1908-1910] All E.R.Rep. 220; 79 L.J.K.B. 470; 102 L.T. 340; 26 T.L.R. 359; 3 B.W.C.C. 275; <i>sub nom.</i> Hughes v. Clover, Clayton & Co. 54 S.J. 374, H.L.	176
Cobb v. Williams [1973] R.T.R. 113	295
Coleman's Depositories Ltd. & Life & Health Assurance Association, <i>Re</i> [1907] 2 K.B. 798; [1904-1907] All E.R.Rep. 383; 76 L.J.K.B. 865; 97 L.T. 420; 23 T.L.R. 638, C.A.	65, 66, 67
Collingridge v. Royal Exchange Assurance Corporation (1877) 3 Q.B.D. 173; 47 L.J.Q.B. 32; 37 L.T. 525; 42 J.P. 118; 26 W.R. 112	129
Commercial Union Assurance Co. v. Hayden [1977] Q.B. 804; [1977] 2 W.L.R. 272; [1977] 1 All E.R. 441; [1977] 1 Lloyd's Rep. 1, C.A.	263
— v. Lister (1874) L.R. 9 Ch. 483; 43 L.J.Ch. 601. L.JJ.	245
Commonwealth Construction Co. v. Imperial Oil (1976) 69 D.L.R. (3d) 558	51, 253, 256
Commonwealth Smelting v. Guardian Royal Exchange Assurance [1986] 1 Lloyd's Rep. 121, C.A.; affirming [1984] 2 Lloyd's Rep. 608; (1984) 134 New L.J. 1018	170
Compania Columbiana de Seguros v. Pacific Steam Navigation Co.; Empresa de Telefono de Bogota v. Same [1965] 1 Q.B. 101; [1964] 2 W.L.R. 484; 108 S.J. 75; [1964] 1 All E.R. 216; [1963] 2 Lloyd's Rep. 479; [28 Conv. 176]	249
Conn v. Westminster Motor Insurance Association [1966] 1 Lloyd's Rep. 407; 116 New L.J. 894, C.A.; reversing [1966] 1 Lloyd's Rep. 123; 116 New L.J. 554	105, 305
Constitution Insurance Co. of Canada v. Kosmopoulos (1987) 34 D.L.R. (4th) 208	40, 41
Container Transport International Inc. v. Oceanus Mutual Underwriting Association (Bermuda) [1984] 1 Lloyd's Rep. 476, C.A.; reversing [1982] 2 Lloyd's Rep. 178; [1982] Com.L.R. 68	88
Cooper v. Motor Insurers' Bureau [1985] Q.B. 575; [1985] 2 W.L.R. 248; (1985) 129 S.J. 32; [1985] 1 All E.R. 449; [1985] R.T.R. 273; [1985] F.L.R. 175; (1985) 82 L.S.Gaz. 202, C.A.; affirming [1983] 1 W.L.R. 592	294
Co-operative Fire & Casualty Co. v. Saindon (1975) 56 D.L.R. (3d) 556	196
Corfield v. Groves [1950] W.N. 116; 66 T.L.R. (Pt. 1) 627; 94 S.J. 225; [1950] 1 All E.R. 488	297
Cornish v. Accident Insurance Co. (1889) 23 Q.B.D. 453; 58 L.J.Q.B. 591; 54 J.P. 262; 38 W.R. 139; 5 T.L.R. 733, C.A.	172
Cousins v. Sun Life Assurance Society [1933] Ch. 126	274
Cousins, H. & Co. Ltd. v. D. & C. Carriers Ltd. [1971] 2 Q.B. 230; [1971] 2 W.L.R. 85; (1970) 114 S.J. 882; [1971] 1 All E.R. 55; [1970] 2 Lloyd's Rep. 397, C.A.	243, 248
Coward v. Motor Insurers' Bureau [1963] 1 Q.B. 259; [1962] 2 W.L.R. 663; 106 S.J. 34; [1962] 1 All E.R. 531; [1962] 1 Lloyd's Rep. 1; [25 M.L.R. 458], C.A.; affirming [1961] 1 Lloyd's Rep. 583; [1961] C.L.Y. 7879	317
Cox v. Orion Insurance Co. Ltd. [1982] R.T.R. 1, C.A.	76, 104
Craine v. Colonial Mutual Fire Insurance Co. Ltd. <i>sub nom.</i> Yorkshire Insurance v. Craine (1920) 28 C.L.R. 305; [1922] 2 A.C. 541	207

<i>Crisci v. Security Co.</i> (1967) 66 Cal. (2d) 425; 426 P. (2d) 173	285
<i>Cross v. British Oak Insurance Co.</i> [1938] 2 K.B. 167; [1938] 1 All E.R. 383; 107 L.J.K.B. 577; 159 L.T. 286; 60 Ll.L.Rep. 46	291, 309
<i>Dalby v. India and London Life Assurance Co.</i> (1854) 15 C.B. 365; 3 C.L.R. 61; 24 L.J.C.P. 2; 24 L.T.O.S. 182; 18 Jur. 1024; 3 W.R. 116; 139 E.R. 465, Ex.Ch.	27
<i>Darrell v. Tibbitts</i> (1880) 5 Q.B.D. 560; 50 L.J.Q.B. 33; 42 L.T. 797; 44 J.P. 695; 29 W.R. 66, C.A.	238, 239, 251
<i>Davjoyda Estates v. National Insurance Co. of New Zealand Ltd.</i> (1967) 65 S.R. (N.S.W.) 381	38, 43, 51, 52
<i>Dawson v. Bankers' & Traders' Insurance Co.</i> [1957] V.R. 491	260
— <i>v. Monarch Insurance Co. of New Zealand</i> [1977] 1 N.Z.L.R. 372	64
<i>Dawsons Ltd. v. Bonnin</i> [1922] 2 A.C. 413; [1922] All E.R.Rep. 88; 91 L.J.P.C. 210; 128 L.T. 1; 38 T.L.R. 836; 11 Ll.L.Rep. 57; 12 Ll.L.Rep. 237, H.L.	102, 106
<i>De Hahn v. Hartley</i> (1786) 1 T.R. 343; 99 E.R. 1130	100
<i>De Maurier (Jewels) Ltd. v. Bastion Insurance and Coronet Insurance Co.</i> [1967] 2 Lloyd's Rep. 550; <i>sub nom.</i> <i>De Maurier Jewels v. Bastion</i> <i>Insurance Co.</i> (1967) 117 New L.J. 1112	104, 109
<i>Department of Trade and Industry v. St. Christopher Motorists' Associa-</i> <i>tion Ltd.</i> [1974] 1 W.L.R. 99; (1973) 117 S.J. 873; [1974] 1 All E.R. 395; [1974] 1 Lloyd's Rep. 17	7, 10, 11
<i>Derry v. Peek</i> (1889) 14 App.Cas. 337; 58 L.J.Ch. 864; 61 L.T. 265; 54 J.P. 148; 38 W.R. 33; 5 T.L.R. 625; 1 Heg. 292, H.L.; reversing <i>sub nom.</i> <i>Peek v.</i> <i>Derry</i> (1887) 37 Ch.D. 541, C.A.	78
<i>Dicks v. S.A. Mutual Fire & General Insurance Co.</i> [1963] (4) S.A. 501	62
<i>Digby v. General Accident Fire and Life Assurance Corporation</i> [1942] 2 All E.R. 319; [1943] A.C. 121; 111 L.J.K.B. 628; 167 L.T. 222; 58 T.L.R. 375; 87 S.J. 29; 73 Ll.L.Rep. 175, H.L.	300
<i>Distillers Co. v. Ajax Insurance Co.</i> (1974) 48 A.L.J.R. 136, High Ct. of Australia	286, 287
<i>Duckett v. Williams</i> (1834) 2 C. & M. 348; 4 Tyr. 240; 3 L.J.Ex. 141; 149 E.R. 794	106, 124
<i>Dunbar (A.J.) v. A. & B. Painters and Economic Insurance Co. and</i> <i>Whitehouse Co.</i> [1986] 2 Lloyd's Rep. 38, C.A.; [1985] 2 Lloyd's Rep. 616	111, 150, 151
<i>Eagle Star Insurance Co. v. Spratt</i> [1971] 2 Lloyd's Rep. 116, C.A.; reversing [1971] 1 Lloyd's Rep. 295	61, 142
<i>Eaton, (T.) Co. Ltd. v. Smith</i> (1977) 92 D.L.R. (3d) 425	252
<i>Ecclesiastical Commissioners v. Royal Exchange Assurance Corporation</i> (1895) 11 T.L.R. 476; 39 S.J. 623	129
<i>Edmunds v. Lloyds Italiano & l'Ancora Compagnia di Assicurazioni &</i> <i>Riassicurazione SpA</i> [1986] 1 W.L.R. 492; (1986) 130 S.J. 242; [1986] 2 All E.R. 249; [1986] 1 Lloyd's Rep. 326; (1986) 83 L.S.Gaz. 876, C.A. ...	216
<i>Edwards (John) & Co. v. Motor Union Insurance Co. Ltd.</i> [1922] 2 K.B. 249; 91 L.J.K.B. 921; 128 L.T. 276; 38 T.L.R. 690; 16 Asp.M.L.C. 89; 27 Com.Cas. 367; 11 Ll.L.Rep. 122, 170	25, 239
<i>Eisinger v. General Accident Fire and Life Assurance Corporation</i> [1955] 1 W.L.R. 869; 99 S.J. 511; [1953] 2 All E.R. 897; [1955] 2 Lloyd's Rep. 95; [18 M.L.R. 613]	181
<i>Elcock v. Thomson</i> [1949] 2 K.B. 755; 65 T.L.R. 566; 93 S.J. 562; [1949] 2 All E.R. 381; 82 Ll.L.Rep. 892; [13 M.L.R. 97]	225
<i>Elizabeth v. Motor Insurers' Bureau, The Times</i> , March 3, 1981	316

Elliot v. Grey [1960] 1 Q.B. 367; [1959] 3 W.L.R. 956; 124 J.P. 58; 103 S.J. 921; [1959] 3 All E.R. 733; <i>sub nom.</i> Elliot v. Gray, 57 L.G.R. 357, D.C.	294
Engelbach, <i>Re</i> ; Tibbetts v. Engelbach [1924] 2 Ch. 348; [1923] All E.R.Rep. 93; L.J.Ch. 616; 130 L.T. 401; 68 S.J. 208	274, 276
English v. Western [1940] 2 K.B. 156; [1940] 2 All E.R. 515; 109 L.J.K.B. 728; 162 L.T. 370; 56 T.L.R. 680; 84 S.J. 465; 67 Ll.L.Rep. 45, C.A. ...	166, 167
Equitable Fire & Accident Insurance Co. v. Ching Wo Hong [1907] A.C. 96; 76 L.J.P.C. 31; 96 L.T. 1; 23 T.L.R. 200, P.C.	268
Euro-Diam Ltd. v. Bathurst [1987] 1 Lloyd's Rep. 178	191
Evans v. Bignold (1869) L.R. 4 Q.B. 622; 10 B. & S. 621; 38 L.J.Q.B. 293; 20 L.T. 659; 17 W.R. 882	33
— v. Employers' Mutual Insurance Association [1936] 1 K.B. 505; 105 L.J.K.B. 141; 154 L.T. 137; [1935] All E.R.Rep. 659	286
Everett v. Desborough (1829) 5 Bing. 503; 3 Moo. & P. 190; 7 L.J.O.S.C.P. 223; 130 E.R. 1155	79
— v. Hogg, Robinson & Gardner Mountain (Insurance) [1973] 2 Lloyd's Rep. 217	151
— v. London Assurance Co. (1865) 19 C.B.N.S. 126; 6 New Rep. 234; 34 L.J.C.P. 299; 11 Jur.N.S. 546; 13 W.R. 862; 144 E.R. 734	170
Ewer v. National Employers' Mutual General Insurance Association [1937] 2 All E.R. 193; (1937) 157 L.T. 16; 53 T.L.R. 485; 57 Ll.L.Rep. 172	91, 210, 217
Exchange Theatre Ltd. v. Iron Trades Mutual Ins. Co. Ltd. [1984] 1 Lloyd's Rep. 149, C.A.; affirming [1983] 1 Lloyd's Rep. 674	95
Facer v. Vehicle & General Insurance Co. [1965] 1 Lloyd's Rep. 113	113
Farmers' Mutual Insurance Co. v. New Holland Turnpike Road Co. (1888) 122 Pa. 37	41
Farnham v. Royal Insurance Co. [1976] 2 Lloyd's Rep. 437	95
Farr v. Motor Traders' Mutual Insurance Society [1920] 3 K.B. 669; 90 L.J.K.B. 215; 123 L.T. 765; 36 T.L.R. 711, C.A.	109
Farrell v. Federated Employers' Insurance Association Ltd. [1970] 1 W.L.R. 1400; 114 S.J. 719; [1970] 3 All E.R. 632; [1970] 2 Lloyd's Rep. 170; affirming [1970] 1 W.L.R. 498	207, 283, 325
Fenton v. Thorley & Co. Ltd. [1903] A.C. 443	176
Field v. Receiver of Metropolitan Police [1907] 2 K.B. 853	165
Fire, Auto & Marine Insurance Co. v. Greene [1964] 2 Q.B. 687; [1964] 3 W.L.R. 319; 108 S.J. 603; [1964] 2 All E.R. 761; [1964] 2 Lloyd's Rep. 72	317
Fire & All Risks Co. Ltd. v. Powell [1966] V.R. 513	194
Fleetwood's Policy, <i>Re</i> [1926] Ch. 48; [1925] All E.R.Rep. 262; 95 L.J.Ch. 195; 133 L.T. 374	274
Forney v. Dominion Insurance Co. Ltd. [1969] 1 W.L.R. 928; 113 S.J. 326; [1969] 3 All E.R. 831; [1969] 1 Lloyd's Rep. 502	290
Foster, <i>Re</i> [1938] 3 All E.R. 357	276
—, <i>Re</i> [1966] 1 W.L.R. 222; 110 S.J. 151; [1966] 1 All E.R. 432	276, 277
Fraser v. Furman (B.N.) (Productions), Miller Smith & Co. (A Firm) Third Party [1967] 1 W.L.R. 898; [1967] 3 All E.R. 57; 2 K.I.R. 483; [1967] 2 Lloyd's Rep. 1; <i>sub nom.</i> Fraser v. Furman (B.N.) (Productions), Miller Smith & Co. (A Firm) Third Party (1967) 111 S.J. 471; [84 L.Q.R. 11], C.A.	151, 289
Freeman & Lockyer v. Buckhurst Park Properties [1964] 2 Q.B. 480; [1964] 2 W.L.R. 618; 108 S.J. 96; [1964] 1 All E.R. 630; [114 L.J. 367; 108 S.J. 722], C.A.	142
Freshwater v. Western Australian Assurance Co. [1933] 1 K.B. 515; 102 L.J.K.B. 75; 148 L.T. 275; 49 T.L.R. 131; 76 S.J. 888, C.A.	283

<i>Gale v. Motor Union Insurance Co.; Loyst v. General Accident Fire & Life Assurance Corporation Ltd.</i> [1928] 1 K.B. 359; [1926] All E.R.Rep. 170; 96 L.J.K.B. 199; 138 L.T. 712; 43 T.L.R. 15; 70 S.J. 1140; 26 Ll.L.Rep. 65	264, 266
<i>Gardner v. Moore</i> [1984] A.C. 548; [1984] 2 W.L.R. 714; (1984) 128 S.J. 282; [1984] 1 All E.R. 1100; [1984] R.T.R. 209; [1984] 2 Lloyd's Rep. 135; (1984) 81 L.S.Gaz. 1444, H.L.	194
<i>Gedge v. Royal Exchange Assurance Corporation</i> [1900] 2 Q.B. 214; 69 L.J.Q.B. 506; 82 L.T. 463; 16 T.L.R. 344; 9 Asp.M.L.C. 57; 5 Com.Cas. 229	35
<i>Geismar v. Sun Alliance & London Insurance</i> [1978] Q.B. 383; [1978] 2 W.L.R. 38; (1977) 121 S.J. 201; [1977] 3 All E.R. 570; [1977] 2 Lloyd's Rep. 62; [1977] Crim.L.R. 475	191
<i>General Accident Insurance Corporation v. Cronk</i> (1901) 17 T.L.R. 233; 45 S.J. 261, D.C.	54, 57, 65
<i>General Accident, Fire and Life Assurance Corporation Ltd. and Drysdale v. Midland Bank Ltd., Scoffin & Willmott Ltd. and Plant Bros. Ltd. (In Liquidation)</i> [1940] 2 K.B. 388; [1940] 3 All E.R. 252; 110 L.J.K.B. 177; 164 L.T. 33; 56 T.L.R. 905; 84 S.J. 548; 45 Com.Cas. 309; 67 Ll.L.Rep. 218, C.A.	211
<i>General Assurance Society v. Chandermull Jain</i> A.I.R. (1966) S.C. 1644	68
<i>General Omnibus Co. Ltd. v. London General Insurance Co. Ltd.</i> [1936] I.R. 596	288
<i>General Reinsurance Corp. v. Forsakringsaktiebolaget Fennia Patria</i> [1983] Q.B. 856; [1983] 3 W.L.R. 318; (1983) 127 S.J. 389; [1983] 2 Lloyd's Rep. 287, C.A.; [1982] Q.B. 1022; [1982] 2 W.L.R. 528; (1982) 126 S.J. 32; [1982] 1 Lloyd's Rep. 87; [1981] Com.L.R. 280	61
<i>Gerhardt v. Continental Insurance Companies and Firemen's Insurance Co. of Newark</i> [1967] 1 Lloyd's Rep. 380	160, 169
<i>Gibson v. Sun Life Assurance Co. of Canada</i> (1985) 7 C.C.L.I. 65	237
<i>Gladitz, Re, Guaranty Executor & Trustee Co. Ltd. v. Gladitz</i> [1937] Ch. 588; [1937] 3 All E.R. 173; 106 L.J.Ch. 254; 157 L.T. 163; 53 T.L.R. 857; 81 S.J. 527	274
<i>Glasgow Assurance Corporation v. Symondson</i> (1911) 16 Com.Cas. 109	81
<i>Glen v. Lewis</i> (1853) 8 Ex. 607; 1 C.L.R. 187; 22 L.J.Ex. 228; 21 L.T.O.S. 115; 17 Jur. 842; 155 E.R. 1494	95
<i>Glen Falls Insurance v. Spencer</i> (1956) 3 D.L.R. (2d) 745	183
<i>Glenlight Shipping Ltd. v. Excess Insurance Ltd.</i> 1983 S.L.T. 241	173
<i>Glicksman v. Lancashire & General Assurance Co.</i> [1927] A.C. 139; 136 L.T. 263; 43 T.L.R. 46; 70 S.J. 1111; 32 Com.Cas. 62; [1926] All E.R.Rep. 161; affirming [1925] 2 K.B. 593	86, 90, 91
<i>Globe & Rutgers Fire Insurance Co. v. Truedell</i> [1927] 2 D.L.R. 659; 60 O.L.R. 227	245
<i>Glyn v. Scottish Union & National Insurance Co.</i> (1963) 40 D.L.R. (2d) 929	48, 237
<i>Godfrey v. Britannic Assurance Co. Ltd.</i> [1963] 107 S.J. 536; [1963] 2 Lloyd's Rep. 515; [114 L.J. 436]	83
<i>Godsall v. Boldero</i> (1807) 9 East 72; 103 E.R. 500	26, 27
<i>Goodbarne v. Buck</i> [1940] 1 K.B. 771; [1940] 1 All E.R. 613; 109 L.J.K.B. 837; 162 L.T. 259; 56 T.L.R. 433; 84 S.J. 380; 31 Cox, C.C. 380; 60 Ll.L.Rep. 129, C.A.	296
<i>Gorely, ex p. Re Barker</i> (1864) 4 De G.J. & Sm. 477; 5 New Rep. 22; 34 L.J.Bcy. 1; 11 L.T. 319; 10 Jur.(N.S.) 1085; 13 W.R. 60; 46 E.R. 1003, L.C.	233

Gould <i>v.</i> Curtis [1913] 3 K.B. 84; 82 L.J.K.B. 802; 108 L.T. 779; 29 T.L.R. 469; 57 S.J. 461; 6 Tax Cas. 302, C.A.	8, 9
Goulstone <i>v.</i> Royal Insurance Co. (1858) 1 F. & F. 276	42
Grant <i>v.</i> Co-operative Insurance Society (1984) 134 N.L.J. 81	216
Gray <i>v.</i> Barr, Prudential Assurance Co. (Third Party) [1971] 2 Q.B. 554; [1971] 2 W.L.R. 1334; 115 S.J. 364; [1971] 2 All E.R. 949; [1971] 2 Lloyd's Rep. 1, C.A.; affirming [1970] 2 Q.B. 626; [1970] 3 W.L.R. 108; [1970] 2 All E.R. 702; <i>sub nom.</i> Gray <i>v.</i> Barr (1970) 114 S.J. 413; <i>sub</i> <i>nom.</i> Gray & Gray <i>v.</i> Barr, Prudential Assurance Co. (Third Party) [1970] 2 Lloyd's Rep. 69	172, 176, 189, 192, 196, 197, 198
Green <i>v.</i> Russell, McCarthy (Third Party) [1959] 2 Q.B. 226; [1959] 3 W.L.R. 17; 103 S.J. 489; [1959] 2 All E.R. 525; [1959] C.L.J. 153; 103 S.J. 497; 22 M.L.R. 519; [23 Conv. 310], C.A.; affirming [1959] 1 Q.B. 28; [1958] 3 W.L.R. 371; 102 S.J. 684; [22 M.L.R. 97]; [1958] C.L.Y. 884	32, 278
Green & Silley Weir Ltd. <i>v.</i> British Railways Board [1985] 1 All E.R. 237; (1980) 17 Build. L.R. 94	282
Greenwood Shopping Plaza <i>v.</i> Beattie (1980) 111 D.L.R. (3d) 257	252
Griffin <i>v.</i> Squires [1958] 1 W.L.R. 1106; 123 J.P. 40; 102 S.J. 828; [1958] 3 All E.R. 468; 56 L.G.R. 442; 103 S.J. 5, D.C.	294
Griffiths <i>v.</i> Fleming [1909] 1 K.B. 805; [1908-1910] All E.R.Rep. 760; 78 L.J.K.B. 567; 100 L.T. 765; 25 T.L.R. 377; 53 S.J. 340, C.A.	29
Groom <i>v.</i> Crocker [1938] 2 All E.R. 394; [1939] 1 K.B. 194; 108 L.J.K.B. 296; 158 L.T. 477; 54 T.L.R. 861; 82 S.J. 374; 60 Ll.L.Rep. 393, C.A.	284, 285, 286, 288
Grover & Grover Ltd. <i>v.</i> Mathews [1910] 2 K.B. 401; 79 L.J.K.B. 1025; 102 L.T. 650; 26 T.L.R. 411; 15 Com.Cas. 249	50, 143
Guardian Assurance <i>v.</i> Sutherland [1939] 2 All E.R. 246; 55 T.L.R. 576; 83 S.J. 398; 63 Ll.L.Rep. 220	299
Gurtner <i>v.</i> Circuit [1968] 2 Q.B. 587; [1968] 2 W.L.R. 668; (1967) 112 S.J. 73; [1968] 1 All E.R. 328; <i>sub nom.</i> Gurtner <i>v.</i> Circuit and Motor Insurers' Bureau [1968] 2 Lloyd's Rep. 171, C.A.	317
Haigh <i>v.</i> Lawford (1964) 114 L.J. 208	247
Hair <i>v.</i> Prudential Assurance Co. Ltd. [1983] 2 Lloyd's Rep. 667; (1983) 133 New L.J. 282	87, 103
Hales <i>v.</i> Reliance Fire and Accident Insurance Co. [1960] 2 Lloyd's Rep. 391	102, 103
Halford <i>v.</i> Kymer (1830) 10 B. & C. 724; 8 L.J.O.S.K.B. 311; 109 E.R. 619	30, 275
Hall D'Ath <i>v.</i> British Provident Association for Hospital & Additional Services (1932) 48 L.T.R. 240; 76 S.J. 111	11, 12
Hamlyn <i>v.</i> Crown Accidental Insurance Co. Ltd. [1893] 1 Q.B. 750; 62 L.J.Q.B. 409; 68 L.T. 701; 57 J.P. 663; 41 W.R. 531; 9 T.L.R. 427; 4 R. 407, C.A.	172, 173
Hampton <i>v.</i> Toxteth Co-operative Society [1915] 1 Ch. 721; 84 L.J.Ch. 633; 113 L.T. 62; 31 T.L.R. 314; 59 S.J. 397, C.A.	10, 11, 12
Hansen <i>v.</i> Marco Engineering (Aust.) Pty. Ltd. [1948] V.L.R. 198; 2 A.L.R. 17	286
Harbutt's "Plasticine" Ltd. <i>v.</i> Wayne Tank and Pump Co. Ltd. [1970] 1 Q.B. 447; [1970] 2 W.L.R. 198; 114 S.J. 29; [1970] 1 All E.R. 225; [1970] 1 Lloyd's Rep. 15; [33 M.L.R. 441; 86 L.Q.R. 513], C.A.	188, 249
Hardy <i>v.</i> Motor Insurers' Bureau [1964] 2 Q.B. 745; [1964] 3 W.L.R. 433; 108 S.J. 422; [1964] 2 All E.R. 742; [1964] 1 Lloyd's Rep. 397; [27 M.L.R. 717; 81 L.Q.R. 7; 1965 S.L.T. 25; 99 I.L.T. 319], C.A.; Petition for leave to appeal to House of Lords dismissed <i>sub nom.</i> Motor Insurers' Bureau <i>v.</i> Hardy [1964] 1 W.L.R. 1155, H.L.	193, 194, 195, 197, 198

<i>Harr v. Allstate Insurance Co.</i> (1969) 54 N.J. 287	143
<i>Harrington v. Pearl Life Assurance Co.</i> (1914) 30 T.L.R. 613, C.A.	55
<i>Harrington Motor Co., Re</i> [1928] Ch. 105	280
<i>Harris v. Poland</i> [1941] 1 K.B. 462; [1941] 1 All E.R. 204; 110 L.J.K.B. 712; 164 L.T. 283; 57 T.L.R. 252; 85 S.J. 290; 46 Com.Cas. 162; 69 Ll.L.Rep. 35 .	170
<i>Harse v. Pearl Life Assurance Co.</i> [1903] 2 K.B. 92; 72 L.J.K.B. 638; 89 L.T. 94; 19 T.L.R. 474, D.C.; reversed on other grounds [1904] 1 K.B. 558, C.A.	31, 126
— <i>v. Pearl Life Assurance Co. Ltd.</i> [1904] 1 K.B. 558; 73 L.J.K.B. 373; 90 L.T. 245; 52 W.R. 457; 20 T.L.R. 264; 48 S.J. 275, C.A.	25, 30, 35, 127
<i>Haseldine v. Hosken</i> [1933] 1 K.B. 822; [1933] All E.R.Rep. 1; 102 L.J.K.B. 441; 148 L.T. 510; 49 T.L.R. 254; 44 Ll.L.Rep. 127, C.A.	195
<i>Hebdon v. West</i> (1863) 3 B. & S. 579; 1 New Rep. 431; 32 L.J.Q.B. 85; 7 L.T. 854; 9 Jur.(N.S.) 747; 11 W.R. 422; 122 E.R. 218	31, 32
<i>Henson v. Blackwell</i> (1845) 4 Hare 434; 14 L.J.Ch. 329; 5 L.T.O.S. 191; 9 Jur. 390; 67 E.R. 718	26
<i>Hepburn v. Tomlinson</i> (Hauliers). <i>See Tomlinson</i> (Hauliers) <i>v. Hepburn.</i>	
<i>Herbert v. Railway Passengers Assurance Co.</i> [1938] 1 All E.R. 650; 158 L.T. 417; 60 Ll.L.Rep. 143	309
<i>Heyman v. Darwins</i> [1942] A.C. 356; [1942] 1 All E.R. 337; 111 L.J.K.B. 241; 166 L.T. 306; 58 T.L.R. 169, H.L.	100, 205, 206, 209
<i>Heywood v. Wellers</i> [1976] Q.B. 446; [1976] 2 W.L.R. 101; (1975) 120 S.J. 9; [1976] 1 All E.R. 300; [1976] 2 Lloyd's Rep. 88, C.A.	285
<i>Highland Insurance Co. v. Continental Insurance Co.</i> [1987] 1 Lloyd's Rep. 109	80, 84, 88
<i>Hobbs v. Marlowe</i> [1978] A.C. 16; [1977] 2 W.L.R. 777; 121 S.J. 272; [1977] 2 All E.R. 241; [1977] R.T.R. 253, H.L.; affirming 120 S.J. 838, C.A.	227, 237, 241, 246, 254
<i>Holmes v. Payne</i> [1930] 2 K.B. 301; [1930] All E.R.Rep. 322; 99 L.J.K.B. 441; 143 L.T. 349; 46 T.L.R. 413; 74 S.J. 64; 35 Com.Cas. 289; 37 Ll.L.Rep. 41	180, 212
<i>Home District Mutual Insurance Co. v. Thompson</i> (1847) 1 E. & A. 247	231
<i>Hooley Rubber & Chemical Man. Co., Re</i> [1920] 1 K.B. 257; 88 L.J.K.B. 1120; 121 L.T. 270; 35 T.L.R. 483; affirmed [1920] 1 K.B. 264; 89 L.J.K.B. 179; 122 L.T. 173; 36 T.L.R. 81; 25 Com.Cas. 23; 1 Ll.L.Rep. 3, 25, C.A.	143
<i>Horry v. Tate & Lyle Refineries Ltd.</i> [1982] 2 Lloyd's Rep. 416	212, 291
<i>Horne v. Poland</i> [1922] 2 K.B. 364; [1922] All E.R.Rep. 551; 91 L.J.K.B. 718; 127 L.T. 242; 38 T.L.R. 357; 66 S.J. 368; 10 Ll.L.Rep. 175, 275	89
<i>Horse, Carriage & General Insurance Co. v. Petch</i> (1916) 33 T.L.R. 131	247
<i>Houghton v. Trafalgar Insurance Co.</i> [1954] 1 Q.B. 247; [1953] 3 W.L.R. 985; 97 S.J. 831; [1953] 2 All E.R. 1049; [1953] 2 Lloyd's Rep. 503; [103 L.J. 808], C.A.; affirming [1953] 2 Lloyd's Rep. 18	64, 167
<i>Huddleston v. R.A.C.V. Insurance Pty. Ltd.</i> [1975] V.R. 683	103
<i>Hughes v. Liverpool Victoria Legal Friendly Society</i> [1916] 2 K.B. 482; [1916–1917] All E.R.Rep. 18; 85 L.J.K.B. 1643; 115 L.T. 40; 32 T.L.R. 525, C.A.	127
<i>Husak v. Imperial Life Assurance Co. of Canada</i> (1970) 9 D.L.R. (3d) 602	191
<i>Inglis v. Stock</i> (1885) 10 App.Cas. 263; 54 L.J.Q.B. 582; 52 L.T. 821; 33 W.R. 877; 5 Asp.M.L.C. 422, H.L.; affirming <i>sub nom. Stock v. Inglis</i> (1884) 12 Q.B.D. 564, C.A.	42
<i>Inn. Cor. International Ltd. v. American Home Assurance Co.</i> (1974) 42 D.L.R. (3d) 46	65

Integrated Container Service v. British Traders Insurance Co. [1984] 1 Lloyd's Rep. 154; (1984) 81 L.S.Gaz. 353, C.A.; [1981] Com.L.R. 212; [1981] 2 Lloyd's Rep. 460; [1980] C.L.R. 212	184
Ioakimidis Policy Trusts, <i>Re</i> , Ioakimidis v. Hartcup [1925] Ch. 403; [1925] All E.R.Rep. 164; 95 L.J.Ch. 24; 133 L.T. 796; 41 T.L.R. 486; 69 S.J. 662	274
Jabbour v. Custodian of Israeli Absentee Property [1954] 1 W.L.R. 139; 98 S.J. 45; [1954] 1 All E.R. 145; [1953] 2 Lloyd's Rep. 760	216
Jaglom v. Excess Insurance Co. [1972] 2 Q.B. 250; [1971] 3 W.L.R. 594; 115 S.J. 639; [1972] 1 All E.R. 267; [1971] 2 Lloyd's Rep. 171	61
James v. British General Insurance Co. [1927] 1 K.B. 311	193, 196
— v. Insurance Brokers Registration Council, <i>The Times</i> , February 16, 1984	155
Jason v. Batten; Jason v. British Traders' Insurance Co. [1969] 1 Lloyd's Rep. 281; <i>sub nom.</i> Jason v. British Traders' Insurance Co., 119 New L.J. 697	187
Joel v. Law Union & Crown Insurance Co. [1908] 2 K.B. 863; 77 L.J.K.B. 1108; 99 L.T. 712; 24 T.L.R. 898; 52 S.J. 740, C.A.	83, 84, 88, 106
Jones v. Birch Bros. Ltd. [1933] 2 K.B. 597; 102 L.J.K.B. 746; 149 L.T. 507; 49 T.L.R. 586, C.A.	283, 308
— v. Lock (1865) 1 Ch.App. 25; 35 L.J.Ch. 117; 13 L.T. 514; 11 Jur.(n.s.) 913; 14 W.R. 149, L.C.	275
— v. Welsh Insurance Corporation [1937] 4 All E.R. 149; (1937) 54 T.L.R. 22; 157 L.T. 483; 81 S.J. 886; 59 Ll.L.Rep. 13	301, 307
Jones Construction v. Alliance Assurance Co. [1961] 1 Lloyd's Rep. 121, C.A.; affirming [1960] 1 Lloyd's Rep. 264; [1960] C.L.Y. 1563	70
Jureidini v. National British and Irish Millers' Insurance Co. [1915] A.C. 499; 84 L.J.K.B. 640; 112 L.T. 531; 31 T.L.R. 132; 59 S.J. 205, H.L.	206, 209
Keeling v. Pearl Assurance Co. (1923) 129 L.T. 573; [1923] All E.R.Rep. 307 ..	112
Kelly v. Cornhill Insurance Co. [1964] 1 W.L.R. 158; 108 S.J. 94; [1964] 1 All E.R. 321; [1964] 1 Lloyd's Rep. 1; 1964 S.C. (H.L.) 46; 1964 S.L.T. 81; [80 L.Q.R. 306], H.L.; reversing 1963 S.C. 113; 1963 S.L.T. 13; [1963] C.L.Y. 3072	300
Kelly v. London and Staffs Fire Insurance Co. (1883) Cab. & E. 47	142
— v. Solari (1841) G.M. & W. 54; 11 L.J.Ex. 10; 6 Jur. 107; 152 E.R. 24	212
Kelsall v. Allstate Insurance Co. Ltd., <i>The Times</i> , March 20, 1987	88
Kennedy v. Smith (1976) S.L.T. 110	102
Kettlewell v. Refuge Assurance Co. <i>See</i> Refuge Assurance Co. v. Kettlewell.	
King, <i>Re</i> , Robinson v. Gray [1963] Ch. 459; [1963] 2 W.L.R. 629; 107 S.J. 134; [1963] 1 All E.R. 781; [1963] R.V.R. 245; [27 Conv. 223; 234 L.T. 200, 589; [1963] R.V.R. 707], C.A.; reversing [1962] 1 W.L.R. 632; 106 S.J. 509; [1962] 2 All E.R. 66; [1962] R.V.R. 621; [112 L.J. 470; 106 S.J. 683, 717; 26 Conv. 319]; [1962] C.L.Y. 1690	25, 36, 38, 51, 52, 252
King v. Victoria Insurance Co. Ltd. [1896] A.C. 250; 65 L.J.P.C. 38; 74 L.T. 206; 44 W.R. 592; 12 T.L.R. 285, P.C.	239, 247
Kirby v. Cosindit Società per Azioni [1969] 1 Lloyd's Rep. 75	70
Kirkbridge v. Donner [1974] 1 Lloyd's Rep. 549	102
Knight of St. Michael, The [1898] P. 30; 67 L.J.P. 19; 78 L.T. 90; 46 W.R. 396; 14 T.L.R. 191; 8 Asp.M.L.C. 360; 3 Com.Cas. 62	184
Koskas v. Standard Marine Insurance Co. Ltd. (1926) 25 Ll.L.R. 363; (1927) 137 L.T. 165; 43 T.L.R. 169; 17 Asp.M.L.C. 240; 32 Com.Cas. 160; reversed (1927) 27 Ll.L.R. 61, C.A.	159