HALL ON INSURANCE ADJUSTMENTS

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Hall on insurance adjustments by Thrasher Hall

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THRASHER HALL

HALL ON INSURANCE ADJUSTMENTS

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UNIV. OF
TORONTO

Hall on Insurance Adjustments

FIRST REVISED EDITION

By
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Adjuster

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INTRODUCTION
TO
"HALL ON INSURANCE ADJUSTMENTS"
FIRST REVISED EDITION

This work was issued from the press in 1907, and at once became popular with adjusters of fire insurance losses. Its noted author had long maintained a high reputation as a skilled and accurate adjuster and, being widely known, his work soon became popular with adjusters of fire insurance losses and it was regarded as an authoritative work in all the forty-eight states in the Union; hence the necessity of its revision much sooner than was anticipated. The conflicting nature of insurance codes of laws of so many states, new laws enacted by their legislatures and rules made by state officials imposed a herculean task upon its author in his work of revision in order to adapt it to the exact requirements of the present day—wholly up-to-date, and wholly accounting for the great delay of more than a year in publishing the revision after it was commenced.

The merit of the work has been greatly enhanced by the time taken by the author in making his revision as of to-day, at the expense of much new matter, necessarily considerably enlarging the book. It is with much confidence that the publishers are putting forth the first revised edition of Thrasher Hall's work, as we believe that Mr. Hall has exhausted his powers of research upon it and would not allow it to be published until it satisfied him.

On behalf of the Publishers.

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TITLE TO CHAPTERS

"HALL ON INSURANCE ADJUSTMENTS"

CHAPTER I.

DIRECT LOSS.

"Direct" Defined.

The word "direct" in a policy of insurance has been construed to mean merely "immediate" or "proximate," as distinguished from "remote."

Ermentraut et al. v. Girard F. & M. Ins. Co., 63 Minn. 305, 65 N. W. 635, 30 L. R. A. 346, 25 Ins. L. J. 81 (Annotated in 56 Am. St. 481).

What Is Direct Loss?

Where the contract of insurance was against loss by fire on goods which were being transported by a steamboat which came in collision with another boat, causing a fire, and the boat was sunk before the goods insured were injured by fire. *Held*, That, if means and appliances were at hand by which the sinking of the boat could have been avoided, and the intervention of a new agency, namely, that of fire, prevented their use, then the fire was the proximate and immediate cause of the loss, and that it was a question for the jury to decide, from all the circumstances of the case, what was the proximate cause of the loss sustained by the plaintiff, and whether it was the result of the fire.

New York & Boston Dispatch Express Co. v. Traders Ins. Co., 132 Mass. 377 (Annotated in 42 Am. R. Ext. Anno. 440, Notes).

Where it clearly appeared that the boat would have been destroyed by fire had it not been sunk, and the evidence clearly showed that ignition or combustion had begun before the boat was sunk, this taken in connection with the evidences of fire which were discovered, before the boat was sunk, the smoke issuing from the hold, with the deck so hot that pitch oozed from its seams, made it reasonably certain that a fire had broken out in the vessel before it was sunk, and which was the proximate cause of the loss.

Singleton v. Phoenix Ins. Co., 132 N. Y. 298, 30 N. E. 839.

In an action to recover for a general average loss, sustained by the sinking of the Propeller Potomac, it was held, that in order to render the insurance company liable upon the policy,

the loss complained of must have been occasioned by one of the risks assumed by it.

Wex v. Boatmen's F. Ins. Co. (N. Y.), 11 St. Rep. 713.

Windstorm or Lightning.

Where the defendant had insured the plaintiff's property against loss by fire. The contract of insurance containing no exception exempting the defendant from liability for fire occasioned by storm or lightning. *Held*, That if the property was destroyed by that element, no difference whether occasioned by windstorm or lightning, the loss in question was one included in the risk for which the defendant was liable.

Farrell v. Farmers Mut. F. Ins. Co., 66 Mo. App. 153.

Testimony by Wool Merchants.

Where in an action upon a fire insurance policy to recover for loss and damage to a large quantity of wool, it was alleged, was caused by fire. It was held that wool merchants and manufacturers, who having had years of experience in their business, were competent to give opinions based upon facts falling within their experience, such as the effect of water on a large mass of wool and the probability of spontaneous combustion in it.

Sun Ins. Office of London, England v. Western Woolen Mill Co., 72 Kan. 41, 82 Pac. 513.

Testimony by Chemist.

In an action upon a fire insurance policy to recover for loss and damage to a large quantity of wool, it was alleged, was caused by fire, where the question was as to whether spontaneous combustion occurred. It was held not error to refuse to permit an expert chemist to define "fire," "ignition," ignition point," the relation between "fire" and "flame," and kindred terms, of which the meaning is commonly understood by all well-informed persons.

Sun Ins. Office of London, England v. Western Woolen Mill Co., 72 Kan. 41, 82 Pac. 513.

Expert Testimony and Scientific Works.

In an action upon a fire insurance policy to recover for loss and damage to a large quantity of wool, it was alleged, was caused by fire, it was held that where scientific works of well-known authority and the opinions of experts are widely at variance upon the question whether spontaneous combustion is possible in a certain substance, courts will not assume as a matter

of law and fact which theory is true, but will leave its determination to the jury.

Sun Ins. Office of London, England v. Western Woolen Mill Co., 72 Kan. 41, 82 Pac. 513.

Instruction as to "A Total Loss."

Where the merits of the appeal was as to whether the loss was "a total loss" by fire within the meaning of Section 5897, or "a partial loss" only and falling within Section 5899 (Rev. Stat. of Mo. 1889), and to ascertain the fact the Court instructed the jury as follows: "By a total loss is meant that the building had lost its identity and specific character as a building and become so far disintegrated that it can not be properly designated as a building, although some part of it may remain standing." *Held*, The instruction was proper.

O'Keefe v. Liverpool, London & Globe Ins. Co., 140 Mo. 558, 41 S. W. 922, 26 Ins. L. J. 888.

Necessity for Instruction Defining Fire.

Where in an action upon a fire insurance policy to recover for loss and damage to a large quantity of wool, it was alleged, was caused by fire. It was held not error to refuse to give an instruction that "wool can not set fire to itself," nor to define "fire," nor to instruct that "no degree of heat, short of ignition, producing an actual burning, is covered by the policy," where the court of its own motion charged the jury that the definition of the word "fire" was unnecessary, and that "it would make no difference, if there was fire, whether it was in the form of flame or merely smoldering, but there must be in fact the presence of fire."

Sun Ins. Office of London, England v. Western Woolen Mill Co., 72 Kan. 41, 82 Pac. 513.

Destruction of Building Leaving Walls Standing.

Where building "A" was destroyed by fire, leaving some of the walls standing, and two or three days thereafter one of the gables fell, damaging building "B." *Held*, That the insurance company was liable.

Johnston v. Ins. Co., 7 Sess. Cas. (Scotland) 52, 1 Bennett, 259.

The company is liable for such a loss where the walls fell seven days after the fire.

Russell v. German F. Ins. Co., 100 Minn. 528, 111 N. W. 400.

Building Removed from Foundation by Windstorm.

Where in an action upon a fire insurance policy it appeared

from the evidence that the building was not blown down by the storm, but merely removed a few feet from its foundation and left sufficiently intact as to be still subject to identification as the building covered by the risk, by a reference to the description in the policy, and one or more of the agencies of the storm, wind, or electricity caused fire to be communicated to the building, either from that in the stove contained therein, or in any other way, whereby such building became a loss. The contract of insurance contained no exception exempting the defendant from liability for fire occasioned by storm or lightning. *Held*, That the loss in question was one included in the risk and for which the insurer was liable.

Farrell v. Farmers Mut. F. Ins. Co., 66 Mo. App. 153.

Loss of Goods in Building Blown up by Municipality.

Insurers against loss by fire were held liable for goods destroyed in the blowing up of a building with gunpowder by direction of municipal authorities to prevent the spread of fire.

City Ins. Co. v. Corlies (N. Y.), 21 Wend. 367, 1 Bennett, 753.

Prohibition of Repair of Building by Ordinance.

Where a policy covered a building located within the fire limits of a city, and the building was of a class the repair of which was, under certain conditions, prohibited by the city ordinance. *Held*, That the insurers were liable for a total loss (value of the building) where the city ordinances would not permit the same to be repaired.

Larkins v. Glens Fall Ins. Co., 80 Minn. 527, 83 N. W. 409, 29 Ins. L. J. 527.

To the same effect.

Brady v. Northwestern Ins. Co., 11 Mich. 425, 4 Bennett 663; Hamburg-Bremen Fire Ins. Co. v. Carlington, 66 Tex. 103, 18 S. W. 337, 15 Ins. L. J. 599.

Building Condemned and Repair Prohibited.

Where the building insured was condemned by the proper authorities and an attempt to repair the same was prohibited by them. *Held*, The insured could claim a total loss, although the building when insured was not sound.

Monteleone v. Royal Ins. Co. of Liverpool and London, 47 La. Ann. 1563, 18 So. 472, 24 Ins. L. J. 531.

Contract of Insurance and Election to Repair Made After Adoption of Ordinance.

Where the contract of insurance and the election of the