

BRIGADE NOTES.

ST. HENRI has a fire alarm in operation. Let all our suburbs go and do likewise.

SHERBROOKE.—One of the members of the Sherbrooke Fire Brigade was seriously injured while practising for the hose reel race of the 1st. inst. The horse ran away breaking the reel, a portion of which struck the man on the side, inflicting a dangerous wound.

MONTREAL.—The Fire Department recently purchased for the use of the City Brigade, about 2,000 feet of new hose. It is made of cotton lined with rubber. The cotton exterior is not manufactured by Canadian cotton factories, but is imported from the States and lined here by Canadian rubber companies.

GUELPH.—On the strength of a \$10,000 by-law to be submitted to the rate-payers, the Water Commissioners of Guelph let contracts of excavating and piping for an extension of the mains. And now the by-law has been defeated. This was one of those eggs we occasionally hear of as being enumerated too early in the spring.

RIVERSIDE is in throes over the question whether it will have two large or four small tanks for Fire Brigade purposes. We would offer the suggestion that they can't have *too* large tanks, for small tanks are useless, only we might be asked as the Toronto Fire Brigade were, when they went to the assistance of the Riversiders lately: "Who's running this fire, any way, we or you?" Toronto collapsed, so do we.

WINDSOR.—A resident of Windsor writes: "We claim to have the best Volunteer Fire Department in Canada. With our Waterous system of water-works, it is almost impossible for a building to be totally destroyed. Since the organization of the department in 1872, we have not had a single loss on which we have not made salvage. The fire on the 11th June promised to be a large one, had it not been for the prompt action of the men. We had one stream on in four minutes after the alarm was given, and three streams in four and a half minutes."

The Companies represented by Mr. McCrea all subscribed liberally towards the fund for defraying the expenses of the Firemen's demonstration on the 14th, inst. The exertions of the "boys" are evidently appreciated in Windsor.

MARINE.

The official exhibit of the business done during the month of May by the companies insuring grain cargoes out of the Chicago pool, all business and earnings, the profits being divided *pro rata*, show that the total risks taken during May amounted to \$4,978,192.71, and the premiums \$22,831 05.

On the 9th June a meeting of Insurance Agents was held in Milwaukee, when a grain cargo pool, similar to the one in Chicago, was organized. The apportionment of shares to the different companies is as follows:—

SHARES.	SHARES.
Aetna..... 7	Buffalo, of Buffalo 3
Phenix..... 6	Mechanics and Traders'... 5
Orient Mutual..... 5	Western, of N.Y..... 4
Continental 6	Manufacturers'..... 4
Traders'..... 6	Manhattan 3½
Northwestern National... 6	Detroit Fire and Marine.. 4
Philadelphia..... 5	New England..... 3
Great Western..... 5	St. Paul Fire and Marine. 3½
Boston Western..... 4	Mercantile..... 3
Shoe and Leather..... 3	Lamar 2
British America..... 4	Tradesmen's 3
Greenwich..... 3	Union..... 2
Total number of shares..... 100	

Professional Cards.

ROBINSON & KENT,
BARRISTERS, ATTORNEYS, SOLICITORS,
Notaries Public, Conveyancers &c.,
Victoria Chambers, No. 9 Victoria Street, Toronto.
J. G. ROBINSON, M.A. HERBERT A. E. KENT.

INSURANCE DECISIONS.

PRIVY COUNCIL.

MOORE v. THE CONNECTICUT MUTUAL LIFE INSURANCE CO.
(Under appeal from Supreme Court of Canada.)

Life Insurance—Alleged Misrepresentation on part of Applicant.

This is the case in which on the death of Charles Moore, late of this city, the plaintiff's husband, the Company refused to redeem the policy on his life, on the ground chiefly that the questions submitted to the applicant at the time of Insurance had been improperly answered. To the question as to whether he had "any other local disease or personal injury," than the lake fever he had acknowledged, the plaintiff replied, "No." It was shown at the trial that some fourteen or fifteen years before, deceased was thrown out of a buggy, falling on his head, and that there was a depression and loss of part of the skull. The jury held that fair and true answers had been given to all the questions, and a verdict was entered for the plaintiff. The Court of Queen's Bench, on appeal, affirmed the decision. The case was then taken to the Court of Appeals, and the appeal was dismissed, the Court being equally divided. The Supreme Court had the case before them, and sustained the decision of the Queen's Bench, and the Company then appealed to England. The present decision, it is seen, is in accord with that of the Supreme Court. The amount of Mr. Moore's policy was twenty-five thousand dollars.

SUPREME COURT OF CANADA.

QUEBEC.] [June Session.

VEZINA v. NEW YORK LIFE INSURANCE CO.

Life Insurance—Insurable Interest—Transfer—Wager Policy—Payment of Premium.

One Gendron made the Application to Respondents' agent. The applicant was personally at Quebec for an insurance on his life, and signed, underwent a medical examination, and the application, the medical examiner's report, together with the certificate of a friend answering certain questions put to him by the Company, were transmitted to the Head office at New York. The application of Gendron was acceded to, and the policy, which is set out in the declaration, executed, whereby Gendron's life was insured from the date of the policy for one year upon payment of a certain premium, and to be continued in force by the annual payment of the premium.

The policy was then transmitted from the Head office to the agent in Quebec, to whom the application had originally been made. The policy was not delivered for some time as Gendron was unable to pay the premium, when one Langlois approached by Michaud, who had been entrusted by Gendron with a blank assignment, paid the premium, and thereupon the transfer of the policy was made to Langlois, who received the policy and held it as the assignee of the assured; subsequently Langlois assigned the policy to the Appellant, and all premiums up to the death of Gendron were paid by the assignees of the assured. The principal question which arose on this appeal was whether this was a wager policy obtained by Gendron's assignees, and whether there was an insurable interest in it. Prior to Gendron's death the general agent enquired into the circumstances of the case, and authorized the agent, Michaud, to continue to receive the premiums from the assignee.

Held,—That at the time Gendron applied for an insurance on his own life, and his application was acceded to, and the policy sued upon executed, he effected *bona fide* an insurance for his own benefit, and as the contract was valid in its inception, the payment of the premium when made had relation back to the date of the policy, and the mere circumstance that the assignee (the insurance having been effected without his knowledge, and there being no collusion between the parties) paid the premium, and obtained an assignment would not make it a wagering policy.

Gwynne, J., dissenting.]