kitchen and laundry formed no part of the main building. The case was tried some time ago before Chief Justice Galt, without a jury, and judgment was reserved. The defendants' contention was "that no loss occurred within the meaning and terms of the said policy, and no property covered by the said policy has been injured or destroyed."

The learned Chief Justice in giving judgment said :—

"The simple question to be decided is, 'Was the property injured covered by the policy?'

"When the Asylum was designed in 1868 the plan originally was intended to include a kitchen and laundry in what may be called the main building, and as the work progressed it was deemed advisable to erect another building to provide the necessary accommodation. Accordingly another building was erected in 1870, about fifty feet distance from the first, but connected with it by a passageway about ten feet high, with brick walls, and leading the one from the other."

The Chief Justice, after stating that he attached no importance to what may be called "expert evidence" as to the mean- of the term "main building," concluded as follows :—

"I find that the term 'main building,' as used in the policy in this case, includes that portion in which the fire occurred; and I give judgment in favor of the plaintiffs, with costs. If the parties cannot agree as to the amount of loss, it must be referred to Mr. Winchester. Further directions reserved until Mr. Winchester makes his report."

We have read with great care the reasoning of the learned Chief Justice, by which he has reached the conclusion that a building erected two years after the erection of the main building formed a part of that main building, because they were connected by a covered passageway over 50 feet long. If this contention be correct, then all the outb uildings connected with dwellings in Toronto and elsewhere form part of such dwellings, if connected with them by a covered passageway, and the companies, knowing this, will have to act accordingly. If this judgment is allowed to stand, it is far-reaching in its effects and is one of great consequence to insurance companies.

ODDFELLOWS' RELIEF ASSOCIATION.

A correspondent writes to us as under:

"I have read your articles on the I. O. F. and A. O. W., and, one year ago or so, on the P. P. I., of St. Thomas, with considerable interest. I am a member of those institutions and carry considerable insurance in them. Part of it I wish to transfer to the Oddfellows' Relief Association of Canada, but have concluded to ask you if you consider life insurance in this association safe. My object in asking you is solely what I have stated, and although I do not wish my name to be published as asking the question, I append it as a guarantee of good faith."

We most certainly do not consider "life insurance safe" in any one of the four societies. They are all conducted upon the assesment system, with variations of detail, in which no two of them agree as to which is best or safest. We should consider the "Odd Fellows' Relief," as an insurance company, as the most doubtful of all, from the fact that it neither renders an account to either the Dominion or the Provincial Government, nor publishes a paper, as two of the other societies do, rendering monthly statements to the public. To make "life insurance safe" there must be a "Reserve Fund" sacredly maintained, such as will nearly or quite overcome the increase of the payments naturally occurring from the increasing age of the members. If members did not die faster as they grew older—if a society contained no older members when it was fifty years old than when ten years old—the assessment plan would be as well adapted to life as it is to fire insurance. But everybody will perceive that a man who joins when the net cost is $10 per $1,000 per annum, will get uneasy when $15 is called for, and will write complainingly and warn outsiders not to come in when it goes up to $20, and will even refuse to pay longer when $40 is called for, unless by that time consumption, or heart disease, or dropsy, or other like incurable disorder shall have laid its hand upon him. What is there, at this stage, to induce a healthy man to continue paying? Where then is the safety, under any form of assessment?

There are about two thousand assessment societies in the United States and Canada, and never, to our knowledge, has it been found that any two or more of them agreed upon what was the correct plan. They nearly all differ in essential matters, and all differ from the actuaries and mathematicians as to the need of an adequate reserve. On the other hand, all sound actuaries and all life insurance companies agree that there is no safety without a reserve upon at least a 4 per cent. or 4½ per cent. basis.

We say to our correspondent, if you want safety for your money, and insurance for your family, do not waste your means upon assessment experiments, but secure the substantial article from some company which has the means of paying its debts even if every member but yourself should drop out within about ten years, and your policy should, just at that time, become a claim on behalf of your wife and children. It may cost a trifle more per $1,000 to do this, but the difference in the quality of the insurance secured is more than value for the difference in the present cost, while the total cost will be far less in the course of a life-time. When you purchase insurance you purchase, to that extent, comfort and satisfaction and rest to your mind as to your family's future. When you buy a certificate in an assessment organization you get only a doubtful contingency, which may or may not be good for something at your death. If you die early—the very thing you do not wish to do—it may be cheap enough to your estate. But if you live a good while, and that is what you are hoping for, is it not safer—can you not see at a glance that you are better off in the society which has made everybody pay a fair price from the start, than in one which has been paying out many thousands of dollars for only one or two or half a dozen small monthly assessments? The long livers must make up such deficiencies, and then perhaps something happens, some monthly instalment is not forwarded to headquarters, though you get the usual receipt from the collector of the lodge, and as in the case of Snowdon Temple's $2,000 in the "Chosen Friends," not a dollar can be collected after your death, which, like his, may happen suddenly. Mrs. Temple's husband died in Muskoka over a year ago, and she received payment of three or four policies held in life insurance companies promptly enough, but so far has had no end of anxiety over the assessment certificate of $2,000, upon which every dollar due had been fully paid and receipts obtained in good faith. The trouble was that the collector of the lodge failed to make the returns to headquarters in time to keep this particular certificate in force some months previously, but went on collecting all the same until Mr. Temple's death brought exposure and dismissal to the official, but no $3,000 to the widow.

A FIRE INSURANCE CASE.

THE MONTREAL "HERALD" V. THE NORTHERN ASSURANCE COMPANY.

This case, which involved a most important principle, was tried before Mr. Justice Johnson in Montreal. It has excited a good deal of interest in legal and insurance circles. Policies of insurance for one year are supposed to cover a period of 365 days only, except in leap year, which is 366 days. The policy of the Northern Assurance Co. was dated the 26th August, 1885, and renewed by renewal receipt on the 26th August, 1886. The policy itself included the 26th day of August, 1885, and the 26th August, 1886, without naming any hour on either day at which the policy began or ceased to be operative. There were nine other companies on this risk besides the Northern—each for $3,000. Most yearly policies of insurance commence to take effect at noon on a certain day of the month in one year and end at noon on the same day next year. Not so with the policies of the Northern, which are for a year and a day. The Northern Assurance Company did not intend to renew the risk, and so notified the assured some days before the policy expired, stating that it would expire *at noon on the 26th August.* On that day an insurance was effected by the *Herald* through a Mr. Robertson, jr., as their broker, in the Scottish Union and National Company for $3,000, which was meant to replace the policy of the Northern. By the wordi g of the policy of the Scottish Union, it took effect from 12 o'clock on the 26th August, but Mr. Robertson, jr., in his evidence, stated that it was expressly agreed between him and Mr. Kavanagh, the local agent of the Scottish Union, that the insurance in that company was only to take effect from the expiration of the policy in the Northern. The learned judge, in deciding against the defendant, based his decision upon this oral testimony instead of on the written contract of the Scottish Union. One point we think was overlooked by the learned judge, and it is this: that the renewal receipt continuing the insurance in August, 1886, was dated on the same day as the original policy, namely, 26th August. Had the contention of the judge been correct, the renewal receipt should have been dated not 26th but 27th August. There are thousands of policies in the Northern by which it could be shown *renewal receipt* always bears the same date