

The "Order of Unity," one of the Massachusetts assessment endowment concerns ruled out of several States, and the true inwardness of which we exposed at some length several months ago, has lately attempted to find dupes in Sherbrooke, when it announced, by cheap handbills, that Carl W. Kimpton, "Supreme secretary" of the order, would hold a public meeting on July 9, to present the beauties of the scheme of getting something for nothing. A correspondent writes of the failure of the attempt, through the exposures made by himself and other level-headed citizens. This concern collected during 1890 over \$23,000 for "expense fund," and paid in benefits only \$13,920.

PERSONAL MENTION.

MR. O. R. FYLER, insurance commissioner of Connecticut, has been re-appointed to that position by Governor Bulkeley.

MR. KITSON has, we understand, severed his connection with the Atlas and the National, for which companies he was inspector.

MR. E. W. HENDERSHOTT, of St. John, N.B., the general agent for the Maritime Provinces of the Sun Life, called on us while in the city this week.

MR. J. CREAGH has been appointed general agent of the Federal Life for the Northwest Territories. We believe that Mr. Creagh will make a good reliable representative.

MR. JAMES H. BOOMER, of Toronto, general manager of the Manchester, was in Montreal for a couple of days last week, and favored the CHRONICLE with the light of his genial countenance.

MR. J. J. McLAUCHLAN, F.F.A., assistant actuary of the Scottish Equitable Life, has been promoted to the secretaryship, in place of Secretary Wm. Finley, recently retired.

MR. DANIEL E. BUSHNELL, who for a few months past has been on the Western field staff of the *Spectator* of New York, will hereafter be in charge of its Chicago office, where, we predict, he will do good work.

MR. ED. VILLENEUVE, for fifteen years connected with the Royal Canadian of this city, has been appointed inspector of the Phoenix of Hartford by Manager Hart. We join with his many friends in wishing him abundant success.

SOME CHANGES have been made in the Quebec Fire insurance company, by which Mr. Edwin Jones becomes president instead of vice-president, in place of Mr. J. Greaves Clapham, resigned. Mr. Geo. R. Renfrew becomes vice-president, and Mr. Wm. Simons becomes a director in place of Mr. Clapham.

THE LANCASHIRE Insurance Company, in accordance with its recent decision referred to by us, has appointed a second assistant manager for the United States branch to aid Manager Littlefield. Mr. Daniel Winslow, for several years passed with the U.S. branch of the Commercial Union, has received the appointment.

MR. J. K. MACDONALD, managing director of the Confederation Life, passed through Montreal on the 7th inst., to visit the agencies of his company in the Lower Provinces. He states that business in that field is good under the enterprising manager, Mr. F. W. Green. We are always pleased to note the solid progress of the Confederation under the guidance of its able managing director.

MR. WM. W. HENSHAW, assistant United States, manager of the Royal Insurance Company, died suddenly on the 29th ult. He had been for twenty-five years secretary of the New York Board of Fire Underwriters, which body passed resolutions attesting the worth and ability of the deceased.

"REV." J. THOMPSON PATERSON, whose transfer from the management of the Mutual Reserve Fund for the North of Ireland at Belfast to that of Scotland we lately chronicled, is coming to New York to occupy "an important position at the home office of the association," according to the *Insurance and Financial Gazette* of Ireland.

MR. THOMAS KERR, of Toronto, inspector of the Standard Life, favored us with a call recently when passing through Montreal. Mr. Kerr evidently believes that the Standard is the best life company in the world, and he always endeavors to imbue everybody with the same belief. It certainly ranks very high, Brother Kerr.

MR. E. A. LILLY, Dominion manager of the London Assurance, has returned from a tour of inspection throughout Manitoba and the Northwest. He reports general prosperity, and that the prospects of an abundant harvest are very bright. He prophesies a grand future for the Northwest and British Columbia.

Legal Intelligence.

FIRE INSURANCE.

CALIFORNIA SUPREME COURT, March, 1891. *Harron vs. City of London Ins. Co.* Verbal contract.—Powers of agent.—Evidence.

The commission of the company's agent stated that he had authority to receive applications for insurance, fix rates, and receive money, subject to the company's rules and regulations, and such instructions as might from time to time be given by its general agents. The plaintiff applied to the agent for insurance on July 6th, stating that he desired the insurance to cover immediately, and that if this could not be done he must apply to some other company. The agent agreed to accept the risk, the insurance to commence at once, and told the applicant that a formal proposal was not necessary. Prior to this transaction, the company had issued policies on the building, and the general agent had written the local agent that he would give attention to any insurance required on the hotel and its contents, and upon another occasion had said that he would take the whole line and place it in such companies as were desired. The Court held that these facts were sufficient to justify a finding that the agent was fully authorized to make the contract in the manner specified.

THE LIGHTNING CLAUSE.

ORANGE CO. CIRCUIT COURT, N.Y., April, 1891. *Beakes vs. the Phoenix Ins. Co. of Hartford.*

About a year ago the barn of the plaintiff Beakes, insured in the defendant company for \$2,750, was wrecked during a storm which was accompanied with lightning and a heavy wind. The policy contained the usual lightning clause. The plaintiff claimed that the barn was struck by lightning to such an extent as materially to weaken its timbers before the wind blew it down, and he therefore demanded the insurance money of the company. The company resisted the demand, and suit was instituted to enforce the claim. On the trial of the case evidence was introduced to show that a stroke of lightning fell upon the barn before the wind wrecked it. In his charge to the jury, Judge Dykeman said:—

If you find that the lightning was the primary cause of the disaster, even if the wind caused more damage, you can bring in a verdict for the whole amount of the damage, as if it had all been caused by lightning. If the lightning set the building