

any restriction upon the working up of new ideas in casualty underwriting, but regards it as important that, where all the companies mean the same thing it should be signified in the same way, as diversity of expressions intended to carry the same meaning invite adverse or contradictory decisions. The object to be aimed at is to frame and adopt phraseology that will express clearly the contingency it is proposed to insure, in other words, that will define the limitations the contract is to have, without impairing or curtailing its intended scope. The risk contemplated by the companies, on which their rate is based, is, "Bodily injury caused by external, violent and accidental means," resulting fatally or occasioning disability, and with the object of preventing a stretching of these terms beyond their intended meaning, the words, "wholly and exclusively," "directly," "proximately," "solely," "visible and independently of all other causes," have been variously used, either preceding or following the principal sentence. These secondary or qualifying terms, with exception of the last, have been partially discarded in many modern contracts, from a feeling, perhaps, that, while meant to be explanatory of the basis definition, they, in practice, neither add to nor take from its value. The author goes on to give an analysis of the three leading words, "External, Violent, Accidental," the company's interpretation of which is apt to be disputed. The use of qualifying phrases is therefore to be deprecated unless they are absolutely clear of ambiguity, or incapable of a double meaning, one of which may be so construed in a Court as to prejudice the interests of the insuring company.

An important phase of the subject is the difficulty confronting the companies of placing a limit upon their liability in respect to cases developing from or accelerated by secondary causes, and the contention is submitted that, regarding this feature as coming within the exceptions in the policy, the hazard was not reckoned when the rates were determined and thus, if compelled to pay, the companies really do so without receiving consideration, or, in other words, are made to give something for nothing. Mr. Eastmure thinks, "it must be recognized that conditions under this head, such as hernia, rheumatism, gout, pneumonia, erysipelas, etc., etc., following accidental injury, however trifling in itself, if held to be covered, must constitute a serious addition to the risk, and it is a question whether supplementary provision for this, at a charge, might not be a safer proposition than to continue the effort to cut it out entirely. This might place the companies on questions relating to the definition of an accident, upon a footing less open to dispute." He then takes the clauses, which being common, might with advantage be made uniform. The question of double indemnity for travel accidents—wording is desirable in direct accord with the actual intention of the contract and capable of clear interpretation. The various aspects of the terms "disability," "partially disabled," "change of trade, or occupation," are ably and interestingly dwelt upon, as are also the questions relating to notices, the authority of agents, insurable interest, rights of beneficiaries, etc. The author regards the

wording of contracts so as to be indisputable as tending to enlarge the sphere and usefulness of Accident Insurance.

PROMINENT TOPICS.

The Montreal Bill should be struck. This city is getting back into the old rut so far as its Charter is concerned. Expropriations, Bonsecours Market, making use of previous year's revenue, as well as other amendments are amendments of a retrograde character, which mean more debt, larger interest payments, less money for streets, sidewalks, etc. Under the present Charter, with its restrictive clauses which was prepared with so much care, the City was fast gaining ground. It is a good old maxim, Let well enough alone. Charter tinkering is and always has been detrimental to the best interests of Montreal. With an annual revenue of \$4,000,000 or more the City should be in a position to pay its way and give good services in all its departments.

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The Harbour is alive with signs of navigation being opened. The piers and wharves will be cleared of ice blocks this week. A steamer left on the 7th inst. for Quebec, the first of the season, another for Chambly, and the local ferry lines, and the boats of the Richelieu & Ontario Company have resumed their trips down the river to Sorel. From Quebec a vessel has left for Anticosti. The Welland Canal will be opened to-day, so that from the Gulf to Lake Erie there are vessels running laden with freight.

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The situation in and of Prince Edward Island during the winter has been referred to in Parliament. The Island is cut off from the mainland when ice obstructs the passage of steamers. It is, therefore, a matter of vital importance for some steps being taken to keep open communication between Prince Edward Island and the mainland continuously through the winter. This can only be done by a tunnel, or by a service of ice-crushing steamers, such as are in use in the Baltic. One plan or the other should be decided upon as it is a reproach to the Dominion to have a section of its territory and people, a whole Province indeed, inaccessible for a length of time in winter when, by wisely directed expenditure, communication might be kept up without interruption all the year round.