

Pure endowments are not issued by companies operating in Canada, except in combination with other forms of insurance.

(5) ASSESSMENT INSURANCE.

Apart from the business done by fraternal societies, no new assessment insurance is now transacted in Canada. Since 1892 there have been, for various intervals or lengths of time, eight assessment companies doing business in Canada—five Canadian and three American. Of these eight, only two now remain, one Canadian and one American, and these are both doing business as ordinary insurance companies upon the reserve basis.

It was during the year 1893 that the largest amount of assessment business was transacted (\$10,917,225), and during the years 1891 to 1895 inclusive, the amount of business written was about one-fourth the volume written by the regular life insurance companies. The amount of assessment insurance in force reached its maximum at the end of 1897, when there were 27,786 policies in force, amounting to \$51,792,765. This amount has rapidly decreased, and at the end of 1901 there was less than \$12,000,000 of assessment insurance in force, and this amount is rapidly decreasing by lapse, or by being transferred to a reserve basis.

TABLE VI.

Assessment insurance in Canada, 1892-1902.

Year.	No.	Amount.	No.	Amount.
	Business written.		Business in force.	
1892.	6,332	\$10,740,475	22,745	\$43,905,575
1893.	6,064	10,917,225	24,893	47,282,625
1894.	7,782	10,024,650	26,556	49,805,970
1895.	5,316	9,264,025	27,786	51,792,765
1896.	3,940	7,056,800	26,590	49,249,399
1897.	1,885	3,215,800	24,104	44,172,699
1898.	1,693	2,779,455	19,463	35,512,354
1899.	1,084	2,064,500	13,853	24,668,377
1900.	864	1,500,300	10,522	17,948,500
1901.	378	752,699	7,289	11,651,200
1902.			6,308	10,547,250

(6) BUSINESS OF THE NATURE OF LIFE INSURANCE UNDERTAKEN BY FRIENDLY SOCIETIES IN CANADA.

Statistics for the past ten years relating to the business of life insurance undertaken by fraternal or friendly societies are obtainable from the reports of the Ontario Insurance Department respecting the business transacted by the societies registered by that department, and from the statements of the societies registered or licensed under the Dominion Insurance Act.

There are twenty-two of these societies reporting life insurance business to the Ontario department—seventeen Canadian societies and five American.

In the case of the American companies, the business in Canada is not separated in these reports from the business over the whole jurisdiction.

There are four societies reporting to the Dominion Insurance Department. One of these, the Canadian High Court of the A.O.F., has a Dominion incorporation, and is regularly licensed under the insurance act as a reserve company, and its business is included in the life statistics given above.

(To be Continued.)

MR. B. E. WALKER ON CANADA'S GROWTH.

The report of Mr. B. E. Walker's remarks made at a luncheon at the Exhibition, Toronto, was not strictly accurate. Instead of alluding to "Canada's exports 57 years ago as only \$5,000,000," the reference he made was to the entire value of all that Upper Canada had to sell to foreign countries, which was contrasted with the great foreign trade of Canada to-day. In illustration of the great advance made by the Dominion Mr. Walker said: "When I assumed the general management of the Canadian Bank of Commerce, 17 years ago, I little thought that I should live to see the day when two customers of one of our Canadian offices would ship to foreign countries a million pounds sterling worth of manufactured goods in one year."

Referring to the progress of Canada in manufactures Mr. Walker said: "No part of the British Empire, apart from Great Britain, was doing so much."

RECENT LEGAL PHASES OF ACCIDENT INSURANCE.

A Paper read by MR. J. C. ROSENBERGER, of the Kansas City, Mo., Bar, before the International Association of Accident Underwriters in Annual Convention, July, 1903, at Hotel Frontenac, Thousand Islands, N.Y.

PART III.

A clause in nearly all policies which thus far has stood firm and staunch as the rock of Gibraltar in many a legal storm, is that most essential provision which says that "this insurance does not cover death or injuries due directly or indirectly to disease or bodily infirmity." This clause has been consistently held to exclude liability where death has been due partly to disease and partly to accidental injuries. Thus where a man suffering from Bright's disease or fatty degeneration of the heart, sustains a fall and in falling injures himself and dies, claim is almost invariably made that death was due to the fall and not to disease. But the courts say this makes no difference. If at the time of the fall the insured was diseased and but for the disease the injuries would not have been sufficient to cause death, plaintiff cannot recover, notwithstanding the insured did sustain injuries. In other words, full effect is given to the language of the policy, "due directly or indirectly to disease." (*Association vs. Shyrook*, 73 Fed. 744; *Insurance Co. vs. Fulton*, 79 Fed. 423; *Hubbard vs. Insurance Co.*, 98 Fed. 930; *Sharpe vs. Insurance Co.*, 139 Ind. 92; *Insurance Co. vs. Dorgan*, 58 Fed. 945.)

The one discordant note on this proposition is a judicial maverick from *Texas, Hicks vs. Insurance Co.*, 56 S. W. 87, where the insured, though weakened by disease, against his physician's advice took a trip and while on the cars sustained an injury causing death (so it was claimed) and the beneficiary was permitted to recover. The reasoning, if such it can be called, of the court in this case cannot be defended on any ground. The decision is simply an instance of judicial larceny, and I feel safe in saying that it will not be followed in the Federal courts, where the law is well settled to the contrary on this point.

The Kansas City Court of Appeals in *Carr vs. Insurance*