

a railway station at the request of a brakeman was assisting to couple the cars of a freight train when he was killed. In an action on a policy on life of deceased:—Held, that deceased on doing the coupling as requested was not violating any of the rules of the railway company nor voluntarily exposing himself to unnecessary danger within the meaning of clause 4 endorsed on the policy.

McNevin v. Canada Railway Accident Ins. Co., Falconbridge, C. J., Aug 27th, 1900

The authorities referred to were:

Cornish v. Accident Ins. Co. 23 Q. B. D., at p. 456 Stone v. U. S. Casualty Co., 34 N. J. L. R., p. 375, and, as to voluntary exposure to danger, Williams v. U. S. Mutual etc. Co 133 N. Y., 366

NON PAYMENT OF PREMIUM—REINSTATEMENT

In a case decided by the Court of Civil Appeal of Texas the policy lapsed by non payment of the premium after legal notice had been sent but a premium which was not due until some months later was sent. The agent retained this premium, but notified the assured that the policy had lapsed and that for reinstatement, payment of the prior premium and a health certificate were necessary. Some weeks later while the assured was ill, and two weeks before his death, the first premium was sent but no certificate, and he was notified that it would not be reported to the company until the certificate was also sent. Held the forfeiture had not been waived.

New York Life Ins. Co. v. Scott, (decided May 12th, 1900)

WAIVER OF PROOFS OF DEATH.

In McDonald v. Bankers Life Association, (29 Ins. L. J., 780) The Supreme Court of Missouri, held that when the company in response to a request for blank proofs of death from the agent of the beneficiary, replied that it understood that the insured had committed suicide, and therefore did not send them, the proofs were waived.—The Bulletin.

AN INSURANCE SWINDLE.

Two Men Arrested For the Death of a Chicago Woman.

DECEASED WAS ONE OF THE CONSPIRATORS, BUT REAL DEATH CAME TO HER THROUGH POISON—\$17,000 IN THREE COMPANIES WERE INVOLVED IN HER TAKING OFF.—A CANADIAN BENEFIT ORDER INTERESTED TO THE EXTENT OF \$5,000.

Chicago, Oct. 8.—The Tribune says:—The prosecuting authorities of Cook county last night laid hands on what they regard as one of the startling crimes of the country's history. Charges of conspiracy, back of which are allied insinuations of murder, are lodged against three men, two of whom are already in custody. These men will have to answer allegations of a carefully laid plot to swindle an insurance company and two insurance societies—a plot, which, it is said, progressed with the growth of fear into the actual death, by poison, it is thought of the insured person. According to the theory on which the prosecution will proceed, the dead person, a young woman of Chicago, was originally one of the quartette of conspirators. She had expected that her death was to be feigned, and that another dead body was to play the pas-

sive role of her corpse; instead of that real death came to her. The person whose death adds a new phase to what otherwise would have been a simple insurance swindle was Marie Defenbach, twenty three years old, and the two persons arrested upon bench warrants, issued by Judge Gibbons are Dr. August M. Unger and Frank H. Smiley. A third person for whom a warrant has been issued is not yet under arrest. The alleged conspiracy has been investigated with searching care by a private detective agency, by the Chicago attorney and detectives of one of the insurance companies, and by the State's Attorney himself. Yesterday it was decided to cause the immediate arrest of the suspects. Last April Miss Defenbach applied to a New York insurance company for a \$10,000 policy. This was refused, but later one for \$5,000 was taken out. On or about August 10 last, she also secured one in a Canadian benefit order to the amount of \$5,000. At the same date she took out a policy in an American benefit order for \$2,000. Two weeks afterwards she was dead, leaving a will which directed that a part of these insurance policies should be paid to Frank H. Smiley, her "affianced husband," and that her body be cremated. Her death was attended by the most horrible agony. The attending physicians refused to issue a certificate of death, but the coroner's jury later, and after the body had been embalmed found a verdict of death from dysentery. The next day the body was cremated. Without much delay, proceedings were begun to recover the value of the insurance policies she had left. This was resisted by the insurance companies, with the result that the fraud was discovered.

Later.—F. Wayland Brown has since been arrested. He is assistant manager of a detective agency, and was arrested to-day on his return from Virginia.

Lawyer George W. Hubbell, attorney for the New York Life Insurance Company, said to-day that the company had issued a policy for \$5,000 to Marie Defenbach a short time ago. They had been notified of the death of Miss Defenbach, and an investigation was being made, but they had not resisted paying the amount of the policy, as no claim had as yet been made for the money. However, he added, "I am without information and am not prepared to discuss the matter in detail."

THE WIFE'S INTEREST.

There is much discussion of the wife's interest in the matter of her husband's membership in fraternal Orders and in insurance generally.

Of course her interest will always be chiefly as beneficiary, although these later years are witnessing her entrance directly into membership by the thousands. Many women have come to occupy men's positions to-day as bread-winners, with others depending on them for support.

The position of beneficiary does not necessarily imply that the wife's interest in this matter of protection is subordinate to that of her husband. May it not be truthfully said that her interest is greater than his; to so connect himself is a duty for him, but it is a necessity for her. Speaking on this subject. The Traveler's Record says:

"It is unnecessary to go into detail or cite examples of failures on the part of husbands to do their duty; they exist and are apparent on every hand, and there are few who do not know of

actual cases among friends or acquaintances where the husband's delinquency has resulted in disaster to those who depended on him.

"Surely the wife's interest in insurance is essential, yet how many women actually realize what insurance means to them? In a haphazard way, they accept the present and wonder how much John or Jim has laid away; but as for insurance—well, Jim will attend to that. And half the time Jim intends to, but finds at present and, as he thinks, a pressing temporary use for his money and postpones the day.

"A careful wife owes it to herself and her children to see that some provision is made for the future in case of her husband's death, and this foresight is neither mercenary or selfish; it is her right and protection, as it is his duty and obligation that owes it to herself and children that they should not be left destitute, and he owes it to them that they should not be."—Bee Hive.

RESTRICTION OF BENEFITS.

More and more our progressive Orders are coming to restrict their benefit provisions.

In other words where assessment rates have been constructed upon a basis limited, in fact, to the payment of death benefits, it is being found that old age benefits, payment of a stipulated amount at the age of 70, or an annuity after reaching 70 years, cannot be safely promised, and that a long continuance of said "extra" payments is mathematically impossible without an increase of rates.

A study of the various Orders, represented in the National Fraternal Congress will show that the number of these "extras" provided for in the laws and certificate conditions of the societies is legion. These provisions are potent talking points and aid materially the work of the organizer. Consequently nearly all Orders have catered to the fancy that that organization will be most successful in its recruiting that can promise "the most for the money."

There has been in this no deliberate purpose to deceive any member. Most of the Orders are young in years; only a few of them are yet face to face with the problems of growing out of old age, or 70 year annuity provisions. There has been a popular demand for the "extras" and the newer Orders have felt forced to offer them to meet the world of competition. As a result, the benefits, which by the certificate conditions are made to mature when the member reaches 70 years of age, are truly alarming. Orders are just awakening to the fact that the liabilities from this source will soon be enormous and that the beneficial fund will be in no condition to meet such a demand.

It is surprising to note how many members some of the older Orders have who are now approaching "three score years and ten." The American Legion of Honor, organized in 1879, has 897. The Royal Arcanum, organized in 1877, has 1,531. The Knights and Ladies of Honor, organized in 1878, has 661. The Chosen Friends, organized in 1879, has 918. The Knights of Honor, organized in 1875, has 1,655. Not all of these promise old age or annuity benefits, but the above statement serves to show the enormity of the liability resulting from such provisions. For instance the 1,531 such members in the Royal Arcanum carry benefits aggregating \$4,392,000.

The conclusion is that it is a grave

and most serious error for a society to proffer such benefits unless in the adjustment of its assessment rates adequate provision is made to meet the requirements. What then is the proper course? Make an additional charge for the extra benefit. There is no other way. Otherwise a deficiency in the benefit fund will inevitably result. The good name of the Order is at stake. The case of the widow and orphan is incumbent upon the Orders and the ability to meet the demands should not be impaired.

The question is practically a new one to many societies. There has been no chart of experience to trim by until very recently; but the proper solution of the problem it brings is imperative, and the future integrity of several societies demand that measures of safety be speedily put into force.—The Rainbow.

SOLOMON SLOAN'S ADVICE AS TO EDUCATION.

Mr. Editor:—

If I were boss

We would have less clay modelling and more arithmetic in the public school.

Grammar and typewriting would take the places of music and color study.

If a boy or a girl is well up in arithmetic and grammar he stands less show of starving to death than if his specialty is color schemes or clay figures.

That's what most of us here on this earth are trying to do—keep from starving.

Multiplication tables and good English can be taught successfully to every pupil, if time and pains are taken. Color study and clay modelling can't.

In the first place the teachers are ordinarily just about as unfit to teach art as the pupils are to learn it.

In the second place the vast majority of pupils in the public schools will soon have to earn their own living, and even if they do become expert clay modellers and colorists, they never can make any use of their knowledge.

Give the children bread and butter, and those who have a taste for cake that's worth cultivating will get it.

And that's the way it would be if I were boss.—Solomon Sloan.

GOOD SELECTIONS.

This is the best time of the year to canvass for members. Everybody should get a move on.

Those Branches which have not brought in one member for the year 1900, should not forget that they have only two months left in which to redeem themselves. Do you belong to a Branch of this kind?

The "kicker" in a Branch is useful, if he would only kick to some purpose. All kickers are requested to kick good and hard, if their Branches do not contribute some new members towards the increase during the present year.

One mean man is an absolute necessity to every Branch. A comparison with him makes everybody think well of every other member. So sacrifice yourself and be the mean man. You can do it by rising to a point of order every time anyone proposes anything for the good of the Association or the relief of a brother.