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THE

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All Communications intended for THE CHRONICLE must be in hand not later than the 10th and 25th of the month to secure insertion.

Insurance on a Building which is a Trespasser.

A POLICY issued by the St. Paul Fire & Marine Insurance Company contained this clause: "This entire policy shall be void if the subject of the insurance be a building on the ground not owned by the insured in fee simple." A dispute arose as to a claim on a building, which, though mainly on land owned by the insurer, was yet a trespasser on his neighbor's land. It was admitted that the building stood twenty feet lengthwise in the street and two feet upon the adjoining lot. The judge decided against the property owner. He said: "It may be admitted that when a building encroached so slightly upon the property of another as not materially to increase the risk, it would not operate to void the policy, but it must be apparent that a frame building, such as this, built two feet over the line, must be moved as an entirety, and rebuilt within the line, to make it conform to the conditions of the policy. The cost of doing this would by just so much diminish the value of the building as it stood at the time the policy was issued, and it goes without saying that the risk would be increased by the possibility that the insured might at any time be compelled to so move or rebuild the house." A building which projects over the owner's boundary, and so trespasses on the lot of another person, is thereby subject to other risks than those attaching to one which is wholly built on the owner's ground. It is also frequently a source of irritating dispute between the owner and the proprietor of the land trespassed upon. Such disputes involve a fire risk.

The clause above quoted and the decision thereon are both reasonable; unless a building is wholly on ground owned by the insured it is not wholly under his control as is implied in a contract of insurance.

Life Premium Guarantee.

THE Ocean Accident & Guarantee Corporation has made a new departure. It proposes to step in and protect the holder of a life assurance policy from the risk of having his policy voided by non-payment of premiums. It is known that many lapses occur from the temporary disablement of insured persons, or from some passing financial trouble which compels them to discontinue premium payment. During such periods the Ocean offers for an annual payment of one-twentieth of the life premium to issue a policy binding the company to pay the premium to the life office in the event of the assured becoming totally and permanently incapacitated by accident, or bodily or mental disorder, from carrying on his profession or business. Should the incapacity be only temporary, the Ocean will provide proportionate assistance to the extent of the period of disability, towards the payment of the life premium.

A Cancellation Case.

THE Supreme Court of Pennsylvania has rendered judgment in the case of the appeal of the Guardian Assurance Company from a verdict in a lower court, by which they were compelled to pay amount of a policy which they contended was cancelled, and which the Supreme Court says was cancelled before the claim arose. The facts are as follows put briefly: A clothing firm in Pittsburg took out a policy for $2,500 on their stock through one Kugschmidt, an insurance broker. The policy contained a clause providing that it could be cancelled at any time by request of the insured, or by the company, by giving five days notice of such cancellation." The clause went on to say how the unearned premium should be adjusted and paid. On the 8th of May, verbal notice was given by the company to the broker that "the policy would be cancelled within five days." He replied he would replace it as soon as possible, and he did so by taking out a policy two days after in the Queen Insurance Company for same amount, on same goods and same name. The policy, however, was not re-delivered, nor was there any formal cancellation of it, or any premium returned. On the 11th May, before the five days expired, the property was burnt, and the Queen