

**"UNDER-AVERAGE" LIFE RISKS.**

Should the Companies Accept Them?—Provision for such Business.

The *Evening Post* of New York says:—The acceptance of what are known as "under-average risks" is interesting life underwriters a great deal just now. One of the large companies has met with excellent results, it is said, from accepting this class of business, and now has a graded scale of rates so adjusted as to cover almost every contingency. Medical directors are so restricted ordinarily, it is said, in their selection of lives, that the risk of death may be forecast with practical certainty, and the experience is almost sure to come within the tabular limits. Some believe that the companies should now provide for applicants whose general record is good although not up to the usual requirements. This can be done with safety, it is said, by charging a slightly higher rate, or by providing for liens against the policy.

Some of the companies have already attempted an investigation into the experience of bad record risks. In discussing "under-average risks" in a paper (just published) prepared for the National Convention of Insurance Commissioners, John B. Lunger says: "Until mortality becomes a more elastic factor, any plan which will give insurance to an under-average risk ought to be as welcome to the business as a breath of cool air to a fevered patient. Policies on under-average lives have been issued in England for many years, but the business has never assumed large proportions. Several small companies have been formed in this country for the purpose of making a specialty of this class of business, but those which have not failed have either drifted into regular channels, or are still in the experimental stage. It is only recently that one of the prominent American companies has entered this very promising field. The company, several years ago, formed a special department for the collection of data pertaining to its declined risks. The information obtained was classified, and special mortality tables were then computed, upon which the company is now issuing policies subject to liens or extra premium, or both, to a large percentage of applicants who, under former conditions, would have been declined. Of all the new features in our business, this one is capable of the largest development, and offers the best field for investigation and study. Life insurance should be a broad business of underwriting any reasonable contingency of life or death."

**RECENT LEGAL DECISIONS.**

**BONUS ACCRUING AFTER DEATH OF ASSURED.**—In 1859 Lord Rosmead effected two policies upon his life with the Reliance Mutual Life Assurance Society, one being for 3,000 pounds and the other for 500 pounds. Clause 5 of the deed of settlement of that Society provided in substance that, "the society shall always consist exclusively of all the living per-

sons who, for the time being, shall have effected assurances with the society, and whose assurances shall have been kept up and be in force; and the executors and administrators of any deceased person who shall have effected any assurance with the society upon or for the whole duration of any life which shall continue in existence, and whose assurances shall have been kept up." Further clauses provided that "the gains and profits of the society shall be distributed among the members of the society at the expiration of every five years computed from the date of the last declaration of profits, and at the expiration of every succeeding five years." In 1893 the Reliance Society became amalgamated with the Norwich Union Life Insurance Society, which took over the business and liabilities of the Reliance Society under an agreement. One provision in this agreement was that, "the holders of all the existing participating policies of the Reliance Society, who shall keep up their policies with the Norwich Union, shall be entitled to receive from the Norwich Union, in respect of the quinquennial period ending December 31st, 1892, and in respect of each succeeding quinquennial period a reversionary bonus." Lord Rosmead died in October, 1897, both policies being then in force, and his executors claimed upon each policy the bonus declared for the five years ending December 31st, 1897. The Norwich Union contended in the action which the executors brought, that, as the bonuses had not accrued at the date of Lord Rosmead's death, his executors could not recover such bonuses or any part of them. The English judge, Mr. Justice Channel, who heard the case, held, that upon the true construction of the deed of settlement and the agreement, the executors were not entitled to the bonuses. The Reliance Society was a mutual insurance company in which the assured was also an insurer. The deed of settlement determined the right to profits. A member was entitled to profits every five years accruing at the end of that period. The agreement of 1893 contained provisions to the same effect. At the time the bonuses accrued the policies were not kept up and in force within the meaning of the agreement, as they were not then liable to payment of future premiums, and so judgment was given for the Norwich Union. 15 Times Law Reports 9.

**DATE OF IMPORTATION OF GOODS.**—The House of Lords has recently decided that the date at which duty on imported goods attaches and becomes payable is when the goods are landed and delivered to the importer or to his order, or when they are taken out of warehouse, if instead of being delivered they have been placed in bond. The "Cynthiana" sailed from Antwerp for Montreal with a cargo of raw sugar for the Canada Sugar Refining Company, and on the 29th of April, 1895, on her voyage out, put into North Syney. On May 2, 1895, before the arrival of the vessel, the importers made entry at the Montreal Customs House of the sugar, and a landing warrant was issued for the landing duty free. On May 3,

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