LEE & FRASER, formerly agents of Victoria for the North American Life of Toronto, have been appointed general agents for the Province of British Columbia.

MR. B. HAL BROWN, manager of the London and Lancashire Life, has returned from an extended business trip to the Northwest and British Columbia. He speaks in glowing terms of the future of that country.

MR. A. W. HADRILL of this city, secretary of the Canadian Fire Underwriters' Association, and Mr A. T. Paterson, its president, were in New York last week in attendance upon the International Electrical Convention, which did some good work.

AFTER JANUARY FIRST Mr. Wm. S. Warren will be sole resident secretary in charge of the Western Department at Chicago of the Liverpool & London & Globe, his former associate, Mr. Geo. Crooke, having retired. Geo. H. Moore and John V. Thomas will be assistant resident secretaries.

THE DEATH AT Santa Barbara, Cal., whither he recently went for his health, of Mr. Chas. M. Sterling, of the Toronro branch of the New York Life, is reported in the press dispatches. He never recovered from the effects of typhoid fever from which he was prostrated last summer.

MR. WM. B. CLARK, who has been vice-president of the Ætna of Hartford for four years, has been elected to the presidency to succeed the late President, Jotham Goodnow. He was formerly secretary of the Phœnix, but was assistant secretary of the Ætna for some time previous to becoming its vice-president.

WE SHALL REJOICE with our contemporaries generally should Governor Russell of Massachusetts rise above partisan political practices, and continue Major Geo. S. Merrill in the insurance commissionership which he has so ably and honestly filled. It is a case where merit and fitness should dominate politics.

Legal Intelligence.

ACCIDENT INSURANCE.

COURT OF REVIEW, Montreal, Nov., 1892. *Turnbull* vs. *The Travelers Accident Ins. Co.*

This is a case where one Myers was killed by a fellow-sleeping car porter, one Reynolds. The latter was tried for intentional killing and sent to the penitentiary. Myers held an accident policy in the defendant company for $2,000, on which payment was refused, mainly on the ground that the insured was killed in a quarrel to which he was a willing party, and not by accidental means within the intent of the policy. The widow of Myers brought suit; the case was tried in September last before a jury, and a verdict given against the company. The case came before the Court of Review recently, the plaintiff asking for judgment on the above verdict, and the defendant asking that the judgment be set aside as not according to the evidence and the case dismissed, or else a new trial ordered. The Court held that it was not within its province to dismiss the action, but granted the motion for a new trial. After a lengthy discussion of various points of law, showing why judgment could not be set aside and the case dismissed by the Court of Review, Judge Doherty, for himself and his associates, Judges Loranger and Ouimet, announced the decision to grant a new trial, in which he said:—

"What is manifest from the evidence is that Myers was injured while fighting. All the testimony is to that effect. There is no evidence that he was injured at all which is not at the same time evidence that he was injured while fighting. And yet the jury have found he was injured, but was not fighting. It is a clear case of a verdict not only unsupported by evidence, but in the very teeth of the uncontradicted evidence of the witnesses adduced by both parties. The defendant is entitled to a new trial, and the motion asking it is granted, with costs of the motion. Costs of the trial reserved." Judgment on the verdict was dismissed with costs.

FIRE INSURANCE.

MINNESOTA SUPREME COURT, Oct., 1892. *Merchants Ins. Co. of Newark* vs. *Prince et al.* Right of agent to cancel policies for his own benefit pending termination of agency.

In this case the agents, pending the termination of their agency for the plaintiff company, cancelled policies to turn them over to other companies, and suit was brought to recover the premiums collected between the date of their last report and the termination of the agency. Common custom at St. Paul was urged in defence, and the lower court decided in the agents' favor. In rendering a decision on the appeal case, the Supreme Court said:

The requirement of good faith is the basis of the rules of law governing the duties of an agent to his principal. The agent is held to the utmost good faith in the business of his principal, and, to secure this, he is not permitted to place himself in a position antagonistic to the interest of his principal, nor to secure any advantage to himself from the business without the full and free consent of the former. It was because such a usage would tend to subvert this principle of the law of agency it was held in Farnsworth *v.* Hemmer, 1 Allen 494, and Raisin *v.* Clark, 41 Md. 158, that a usage permitting an agent employed to sell or exchange property to take commissions from both seller and buyer was void.

There could be no question that, pending his agency, an agent of an insurance company authorized to issue policies cannot, without the consent of the company, treat the business represented by policies issued through him as in any sense his business, or the business of anyone but his principal; and, if he has authority to cancel policies, he could only exercise it for the benefit of his principal. A usage that he might cancel policies for his own advantage would be so subversive of all the principles underlying the rules of the law of agency as to be void. Defendants do not claim otherwise. Their claim amounts really to this: that by the usage, upon the revocation by the company of the revocable authority conferred on the agent, a part of the business conceded to be that of the company up to that time becomes the business of the agent, so that he may do with it what he pleases, and that as to that part of the business the revocation clothes him with power that he did not have before. The proposition would justify a custom that any agent, as soon as his authority should be withdrawn, might at once for his own advantage undo, so far as it could be undone, all the business that he had done for his principal. The rules of law established to secure and enforce good faith in fiduciary relations are so necessary and so salutary that no local custom to the contrary can be sustained. Order reversed.

OHIO SUPREME COURT, May, 1892. *Coleman & Co.* vs. *New Orleans Ins. Co.* Policy contract severable.

The fire policy, insuring the plaintiffs for $200 on their storehouse and $3,800 on their stock of goods therein, contained a condition that, "If the building intended to be insured stands on ground not owned in fee simple by the assured, the policy shall be void, unless consent in writing by the company be indorsed thereon." Within the period covered by the policy the house and goods were destroyed by fire, and it appeared that the plaintiffs did not own in fee simple the ground on which the building stood In an action on the policy, the court, on appeal.

Held.—That the contract is severable, and that the breach of the condition as to the title to the land does not defeat the plaintiff's right to recover for the loss of the stock of goods insured by the policy.