

with a recent address delivered by one of the most eminent of English physicians, who strongly condemns the habitual use of alcohol, however disguised, unless in strict conformity with the instructions of a medical adviser. The "Therapeutic Gazette" says:—"In moderate amounts alcohol aids the digestive process." But what is a "moderate amount?" If each person is to be the judge the scale will have a very wide range, as one man's moderation is another's excess. A further question is, what interval ought to elapse between what may be regarded as "moderate" doses? Quite small doses taken at short intervals may be, and usually are, as detrimental as heavy doses at longer intervals. There is nothing to give practical guidance, therefore, in the mere phrases, "small dose" and "large dose," but the more is learnt of the drug the more confirmed is the conviction that its use calls for the utmost caution. The authority quoted says: "Alcohol is a conservator of tissue, a generator of vital force, and may, therefore, be considered a food." This definition will not be universally accepted. Tea conserves tissue and generates vital force, but it is not recognized as "food," and certainly, when infused in the ordinary way and used in excess, is a poison.

STRANGE "CARPENTER'S RISK" DECISION.

A judgment was given recently in the U. S. Circuit Court at Pittsburg which, if confirmed on appeal, will be highly injurious to fire insurance interests. The "Insurance World" thus summarizes the facts presented to the Court:—

"The Hon. J. G. A. Leishman, now United States minister to Turkey, in December, 1900, sold his residence to Col. F. J. Hearne, and policies of insurance aggregating \$50,000 were transferred to him. Col. Hearne never moved into the house, but proposed to do so when certain alterations had been completed. No notice of what was proposed was given to the insurers. The evidence developed that for a period of twenty-one days preceding the fire there were upon an average seventeen workmen daily employed, in direct violation of the policy clause, which provides for the avoidance of the contract if without the insurer's permission mechanics should be employed for more than fifteen days at any one time. The court seemed to have arrived at the opinion that all this work was only ordinary renovation, and the jury fell into line with this thought."

Juries sitting on insurance cases are proverbially fond of also sitting on insurance companies, but how any intelligent man could regard work carried on for three weeks, in an empty house, by an average of seventeen workmen daily, as "ordinary renovation" is inexplicable. The hazard of fire was seriously enhanced beyond what was contemplated when the risk was underwritten, the contract of indemnity was violated by the owner of the property; the house was insured as it stood when the policy was delivered; it was

insured as an occupied dwelling, when, however, it was burnt, it was a tenantless house, it had been three weeks in the hands of carpenters and other workmen, unknown to the underwriters. Manifestly such conditions violated the policy.

CONFERENCE ON UNIFORM PRACTICES FOR FIRE UNDERWRITING ASSOCIATIONS.

A conference of representatives of fire underwriting associations was held in New York on the 12th, 13th and 14th inst., with the view of adopting certain forms and clauses for recommendation to fire insurance companies. The National Board of Fire Underwriters was represented by F. C. Moore, J. H. Washburn, F. O. Affeld, G. W. Hoyt and C. F. Shallcross, and other organizations were represented as follows: the South Eastern Tariff Association, President Stockdell; New England Insurance Exchange, President Neiley; Underwriters' Association of New York State, J. M. Carothers; Western Union, Truman W. Eustis; Association of the Middle Department, Paul Turner; New York Fire Insurance Exchange, Manager, H. E. Hess; Boston Board of Fire Underwriters, President Carpenter.

During the several sessions of the conference, which adjourned on the 14th, to re-assemble in December, the following clauses were agreed upon, as reported in "The Weekly Underwriter":—

AVERAGE CLAUSE.

"This company shall not be liable for a greater proportion of any loss or damage to the property described herein than that which the sum hereby insured bears to — per centum (— per cent) of the actual cash value of said property at the time such loss shall happen; and if the insurance under this policy is divided into two or more items this condition shall apply to each item separately."

REDUCED RATE AVERAGE CLAUSE.

"In consideration of the reduced rate at which this policy is written it is expressly stipulated and made a condition thereof that this company shall not be liable for a greater proportion of any loss or damage to the property described herein than that which the sum hereby insured bears to — per centum (— per cent) of the actual cash value of said property at the time such loss shall happen; and if the insurance under this policy is divided into two or more items this condition shall apply to each item separately."

FIVE PER CENT. WAIVER CLAUSE FOR MERCHANDISE.

[The following clause can be used only on policies containing the average clause and covering specifically on stocks of merchandise, but in no case on blanket or floating policies]:

"In case of claim for loss under this policy or any item thereof on merchandise, for less than 5 per cent. of the amount of insurance on such merchandise, no special inventory shall be required for the purpose of ascertaining the sound value of the merchandise not damaged."