

Common Employment and Personal Injury Sustained by Persons Rendering Voluntary Service

The following important judgment has been handed down by Mr. Justice McCardie in the King's Bench Division, London, England, as reported by the *Post Magazine*:

The question before the court, was whether a boy of fourteen years of age, or his parent could sustain a suit for personal injuries received whilst voluntarily assisting the defendants driver to lead a team of horses up a difficult hill.

It appears, that the driver of the team called upon the boy to assist by taking hold of the leading horse, and at the same time, he believed the boy to be employed by his firm, and therefore a fellow servant. The boy was injured and this suit was brought on the grounds that the driver had shown negligence in asking him to perform a task which was not only difficult but dangerous.

It was pointed out by the court that in cases of this kind a curious legal dilemma resulted. The boy had either actually become a servant for the time being, or on the other hand he had become a legal trespasser, as far as the master was concerned, rendering voluntary assistance. If he became a servant, it would be impossible to imagine that he acquired better rights than any other servant in a similar position, and the doctrine of "Common Employment," precluded any claim.

If on the other hand he was not a servant there were no legal rights, derived from the result of his own voluntary act.

The case might have been different, if it had been proved that the boy was not of full mental capacity, but the manner in which the boy himself gave his evidence precluded this argument, and there was no other course for the Court than to follow the law as it stood and find in favour of the defendants. (*Heasiner v. Pickfords Ltd.*, King's Bench Division, 20 July, 1920.)

London Assurance Corporation to Underwrite Marine Business of London Guarantee & Accident

A writer in the London "Financial News," in commenting on the announcement that from October 1 the London Assurance will do the underwriting of the marine business of the London Guarantee and Accident, which in the past has been done by the Sterling offices, says in part:

"It is a new departure for a company of the standing of the London Assurance Corporation to transact such a branch as marine for another company in such a position as the London Guarantee. In age the latter is a babe in arms compared with the London, and, though it has suffered from many of the ailments common to infancy, it is a strong and thriving youngster now, thanks to the

initiative and ability of all concerned with its management. What does the new arrangement portend? Anything or nothing? Not a few persons who have read of the new proposal have jumped to the conclusion that amalgamation is in the air, and probably no amount of denial would have any effect on them. But such a conclusion does not necessarily follow. Marine underwriters of the first water are few and far between, and, already closely attached to old companies, cannot be seduced from their present positions. It is certainly a fine stroke of business for the London Guarantee to have the advantage of such capable underwriters as the London possesses. Such an advantage they could not hope to gain by independent action."

A TRUE STORY

Our contemporary the *Insurance Index* publishes the following story, which it states is absolutely true:—

An Irishman recently walked into the office of a prominent New England insurance agency, and presented a policy of the Royal Insurance Company, which had been issued through that Agency. He demanded that this policy be cancelled, his reason being that he would not have insurance in a British Company. He was informed that it would be cancelled at the short rate, which was done. He then wanted the insurance placed in some other Company, whereupon a list of the companies represented by the Agency was handed to him, and he promptly chose the Caledonian. He paid the premium and took the policy.

LIFE INSURANCE IN 1920

The following samples of new business for the first six months of the year by individual companies show the trend of the times. The *New York Life* reported 1920 writings of \$348,743,300, which equals 79 per cent. of its 1920 limit and compares with \$229,968,000 for the first six months of 1919.

The *Metropolitan Life* reported writings of \$271,090,958 as compared with \$252,743,999 last year. The *Mutual Life* of New York, which has already written 68 per cent. of its entire limit for the year, wrote \$232,346,792, as compared with \$167,254,683 last year. The *Equitable Life* reported \$227,362,465 Life business written up to the 30th June, as compared with \$156,847,674 for the first half of the year 1919.

Other companies have increased their business for the first six months of this year in varying proportions, but every indication demonstrates that the year 1920 is destined to be the most remarkable in the history of Life Assurance in America.