

NEILD VS. THE TRAVELLERS' INSURANCE COMPANY.

Accidental Policy—Death from voluntary exposure to unnecessary danger.

Neild being insured with defendants against death by accident, was killed by a railway train in the yard of the Northern Railway Company, at Toronto—a place which it was unlawful for him, not being an employee of the Company, to enter, and into which he had unaccountably driven. He was last seen by a witness who watched him driving over a net-work of tracks, and who, while he was entangled in a switch gate, warned him not to go further, or he would be killed, to which deceased made no answer. By certain of the conditions of the policy, it was stipulated that it should not "extend to any bodily injury, when the death or injury may have happened in consequence of voluntary exposure to unnecessary danger, hazard or perilous adventure, or while engaged in, or in consequence of any unlawful act." Held, that the plaintiff could not recover.

COURT OF APPEAL.

ZEPHANIAH HARVEY *et al* appellants, and LA COMPAGNIE DE ASSURANCE MUTUELLE DE HOCHELAGA, respondents.—The appellants sued, as assignees, to the extent of \$1,138.06, in the rights of Andre Robert, the insured, in a policy of \$4,000 on buildings in the County of Shefford, insured by the respondents on the 16th April, 1877. The declaration alleged that, on the 28th April, 1877, Robert assigned to plaintiffs all his rights in said policy to the extent of \$1,138.06, and that, on the 2nd May, the respondents consented to and accepted this assignment; that subsequently the respondents, with the consent of the parties, transferred \$200 of the amount insured on the engine and boiler-house to the principal building; and that, on the 15th August, 1877, the said building, machinery and effects were totally destroyed by fire, causing a loss of \$6,310. The respondents held that Robert, when he was insured in the Mutual Insurance Company, became a member of that Company; that in his application Robert declared that there was not, at the date thereof, any insurance on the property sought to be insured; that at the time of making his application, and afterwards, Robert was insured in the Canada Farmers' Mutual, without respondents' consent, as was required; that after the issuing of the policy sued on, the said property was still further insured for \$1,500 in the Mutual Fire Insurance Company of the Counties of Shefford and Brome; that the assignments set forth by the appellants was not such an assignment as gave the right so any of the parties thereto to institute separate and individual suits, and that said insurance ought to be declared null and void. Judgment was rendered in the Superior Court in favour of the appellants, but the Court of Review reversed that judgment, and dismissed the appellants' action with the costs of both Courts. The Court of Appeal confirmed the judgment of the Court of Review.

NORTHERN ASSURANCE COMPANY, appellants, and GILBERT PREVOST, respondent.—This was an action brought by Prevost, to recover \$1,000 on a policy of insurance. On the 17th March, 1877, he insured in the Northern Assurance Company for \$1,200 on his house, paying \$12 premium. On the 17th March, 1877, he paid a second premium on \$1,200, and on the night of the 22nd August, 1878, the house was completely destroyed by fire, except the stone foundation. On the 23rd August the respondent notified the appellants of his loss, but the appellants refused payment, and, therefore, the respondent took an action for \$1,000, deducting \$200 as the value of the salvage, and the Superior Court maintained his claim to the extent of \$800. The appellants claimed that by the terms of the insurance, the respondent was under a warranty to have the house encased in brick within a reasonable delay, and that, having utterly failed to so encase the house any time before the fire, the policy became void for breach of warranty. The appellants also claimed that the house with 4,400 feet of land had been offered by respondent for \$1,100 or \$1,200; that the house with that quantity of land was assessed at only \$300 in 1876, when the house was in course of construction, at \$600 in 1877, and \$500 in 1878; in both these years the house was in the same condition as when burnt. The Court of Appeal confirmed the judgment of the Superior Court, holding that the assessment roll was not a certain proof of its value.

FIRE RECORD.

A change in the appearance of our Fire Record will be noted, doing away with the many open spaces necessary to the former method of tabulation, and presenting the items in a more compact shape.

Many companies, agents and correspondents have forwarded us information, and have promised to do so from month to month. Some desire more extended details, but we think, that for this year, at least, we have ample work in collecting the matter as shown. The main benefit from this record will be found in future years, when the results are tabulated by districts and classified by character of hazard.

Should you note errors, you will confer a favour by giving us the amended information. We are in receipt of many letters pointing out errors, but in no way helping us to correct them. The Record is to be of practical use to all fire underwriters, and it is to *their* interest to *set* and *keep* us right, each as far as his special knowledge extends.

Please not to say, "This thing is no good unless *all* companies and agents unite," as, although perfectly correct in saying so, your assistance will tend to bring along the "all." "Rome was not built in a day," goes the old saying, and we, while fully aware of the imperfections and faults, yet hope, with your consistent co operation, to make this a record for standard reference, and at each year's end to give you the results in such a shape that they may aid your intelligent wish to make the profession of underwriting in Canada a successful calling, in more senses of the word "successful" than it now is.

The *New York Chronicle* takes special pains to tabulate the results of all fires occurring in the United States and Canada, and deduces therefrom data of much practical value. Thus it shows the percentage of risks burned during the last five years to be:—

Hotels and Saloons.....	155
Wood-working factories.....	141
Agricul. Imp. and Iron-working factories.....	044
Cotton and Woollen mills	038
Theatres, Halls, Churches and School-houses.....	037
Drug Stores.....	035
Groceries	080
Newspaper and Printing Offices.....	018

These and other data deduced from their records *must* be of value to the conservative, professional underwriter, and we propose to adopt a similar system, but to be more painstaking in the matter as regards Canada, showing you the records as we proceed, amending those records as you advise us, and periodically publishing results in tabulated form.

We do not ask any notes of fires where the total loss is under \$100. The amounts we note are the approximate total loss of property caused by the fire in each building, and the approximate amount paid by Insurance Companies to compensate the owners of buildings and contents, noting losses on *each building separately*.

Printed forms will be sent monthly to those who will engage to forward us returns by 8th of following month. Our date of issue has been altered to the 20th, to allow more time to compile this record carefully.