cantile buildings in this city to examine as to the safe arrangements of heating apparatus, the proper disposal of ashes in metal receptacles, the regular removal of refuse or waste material, so as to prevent its accumulation in attics, cellars and other places. The character and amount of the work performed by these inspectors is well indicated by the following extract from a report presented to the association at its last annual meeting.

Number of ordinary inspections (most buildings are inspected twice in twelve months)	11,714
Special fall inspections for heating apparatus only	3,365
Re-inspection for defects	2,871
Total inspections made	17,950

One thousand eight hundred and forty-four defects were found in 1,761 buildings; rectification of 1,797 was secured, the balance being referred to rating department. In such cases an extra charge was imposed, which subsequently reduced the number of unrectified defects to 25.

Mr. Hadrill states that while a very scant "Thank you" is sometimes received from a property-holder, better conditions are gradually resulting. So that, while recommendations have sometimes to be repeated from time to time, they are becoming more generally accepted, and are even "often courteously welcomed."

ACCIDENT INSURANCE JUDGMENTS.

Legal Decisions of Special Interest to Casualty Underwriters—Ontario Court Ruled that Time for Beginning Action Dates from Death.

The report of the Superintendent of Insurance, issued from Ottawa last month, contains reports of various court decisions relating to accident insurance.

The case to which first reference is made is that of an action brought by the widow of a deceased person, on an accident insurance policy issued to him by defendants. Action was begun more than one year, but less than one year and six months, after his death, without the leave required by the Ontario Insurance Act, sec. 148 (2). Leave was, however, granted by the trial judge after the expiry of eighteen months from the death, the order being dated *nunc pro tunc* as if made on the date of the commencement of the action:—

Held, (1) that the words, "happening of the event insured against," in the statute, had reference to the death of the person insured, and not to the accident which caused his death, and, consequently, the time within which the action should be brought began to run at the date of his death.

(2) The trial judge had no jurisdiction to give leave to the plaintiff to commence her action by his order made at the trial, as it was then more than eighteen months after the death, and the plaintiff's action failed because it was not begun in time.

There was a direct conflict in the evidence as to whether deceased died from disease, as alleged by the defendants, or from the result of the injury he received, and there was also a question as to whether the plaintiff's own evidence did not support the conclusion that the injury was sustained by the deceased while lifting, in which case it would not be covered by the policy. There was other evidence, however, tending to explain this circumstance.

Held, that the case was properly left to the jury, and that where there is evidence on both sides properly submitted to the jury, the verdict of the jury, once found, ought to stand.

Held, also, that the defendants were not bound to plead the failure of the plaintiff to comply with the condition of the policy requiring the action to be brought within three months from the time when the right of action accrued, as it was by the terms of the policy a condition "precedent to the right of the insured to recover" thereunder, and the onus lay upon the plaintiff to show that her action was brought in time.

Home Life Association of Canada v. Randall (1899), 30 S. C. R., 97, followed.

(February 21, 1908—Divisional Court—Atkinson v. Dominion of Canada Guarantee & Accident Co. —16 Ontario Law Reports, p. 619.)

Affirmative Proof of Death not Given.

A condition in a personal accident insurance policy provided that 'immediate written notice with full particulars and full name and address of insured is to be given to the company at Toronto of any accident and injury for which claim is made. Unless affirmative proof of death, loss of limb, or sight, or duration of disability, and of their being the approximate result of external violent and accidental means, is so furnished within thirteen months from the time of such accident, no claim based thereon shall be valid."

An appeal from the judgment of Chancellor Boyd, at the trial, in favour of the plaintiff, the administrator of the insured, for the amount of the policy was allowed, where although written notice of the killing of the insured by a railway train and the time when and the place where he was killed was given as required by the above condition, affirmative proof of death and of its being the approximate result of external violent and accidental means within thirteen months from the time of the accident was not furnished as required by the same condition:—

Held, by Moss, C. J. O., and Meredith, J. A., that the notice and proof required in this condition were two separate and distinct things, and although proof may amount to notice, mere notice is not proof.

The condition was reasonable, and neither under sec. 57, subsec. 3 of the Judicature Act, R. S. O., 1897, ch. 51, which empowers the High Court to relieve against penalties and forfeitures, nor otherwise, was there power to relieve against the consequences of non-compliance with its provisions.

Per Boyd, C., and Moss, C. J. O.:—If a foreign administrator of a deceased person brings action in this province for money to which the latter was entitled, and pending proceedings obtains ancillary letters here, the title thus obtained relates back to the issue of the writ and supports the action.

Per Boyd, C.—Immediate notice in the above condition means reasonably expeditious notice.

(November 10, 1908—Ontario Court of Appeal—Johnston v. Dominion of Canada Guarantee & Accident Insurance Company—17 Ontario Law Reports, p. 462.)