has been decided time and again in both English and American Courts. But that "customers (of an agency) were customers of the society and not of the agents," is putting the matter rather more strongly than either law or facts will sustain, for while an agent may not legally sell or dispose of the *books*, personal property of his companies,—without their consent obtained, it is a self-evident proposition that no law can prevent him from disposing of the good-will of his business, with or without the consent of his companies, to any person disposed to purchase it. The value of the good-will of an agency is apparent, in view of the character of the interest of local agents, for they get compensation, not by fixed salaries but through commissions on successive payments of premiums on business secured by them, so the local agents privilege of finding a purchaser for his good-will is a substantial right, and, notwithstanding the precarious value of such a right, there seems to be no good reason why it should not be recognized and protected at law.

The sale of the good-will of a business is nothing but transferring for a consideration, the chance of the purchaser being able to retain and secure what has been already established by the vendor; a mere chance which vests in such vendee nothing but the possibility that the preference heretofore extended to the vendor by his clientelle will continue to be extended to the purchaser. Such a sale has not only been recognized in law as effectual between the parties, but has been enforced in equity (see Phyfe *v.* Wardell, 5 Paige 279: Armour *v.* Alexander, 10 Ib. 571; Hathaway *v.* Bennett, 10 N.Y. 108; and the more recent case of Barber *v.* Conn. Mutual Life Ins. Co. U.S.C.C. Nor. Dist. N.Y. 1878-9.)

Having thus, as we regard it, amply demonstrated—our English excerpt to the contrary notwithstanding—that the good-will of any kind of business is at all times the subject of sale and transfer at the option of the party in interest, we will next endeavor to show in what the good-will of an insurance agency consists.

With an insurance agent, the companies he controls, the business he may have succeeded in working up and establishing, constitute his stock in trade—his working capital or good-will in fact. Unfortunately, however, the money capital upon which an agent's operations are usually based, is not his own, nor under his command, except to a limited extent in making contracts of insurance in which his own interest is restricted to a certain percentage upon his premium receipts; and this limited control is held simply upon sufferance, and this too, only so long as he continues to manipulate the company's affairs to the satisfaction of its officers. Hence the agent is liable at any moment, for cause or without cause, beyond the mere option of the company's officers, to have its agency withdrawn and his business resources more or less severely crippled by such removal, against which he can have no legal redress, except in cases where specific agreements exist as to the terms and condition upon which the agency was to be held. It is in just such cases that the question arises, "Who owns the business?" Especially when the agency taken from one agent, is placed with another in the same locality. In such, and similar cases, there is at once an antagonism between the company and the ex-agent as to whom the business belongs. The companies, on the one hand, claiming that they furnish the capital and plant of the business, and pay commission upon all business written by the agent for, and accepted by them, and that, hence, all business upon their books at the agency belongs to them by right of purchase; while, on the other hand, with much better argument, the agents claim that the business created by themselves belongs to them, and was their capital, which they invested for the benefit of their principals so long as they remained with them; but upon withdrawal, in the absence of any agreement to the contrary, they, the agents, can resume immediate control over this business, after that portion of it which they may have sold to the company for a commission, shall have *expired* and is again ready for renewal, such renewals being their right as against the retiring company. They cannot interfere with existing contracts, secured for the company, and upon which they have been paid a commission; but when the time for which the commissions were received shall have expired, there is no further obligation upon them to forward the interest of a company for which they are no longer agents; and hence all rights to such business revert back to themselves as if they had never been pledged, and leaves them free to compete for the renewals.

Policies of insurance are unlike merchandize, which latter, when sold and transferred, becomes the absolute property of the purchaser, and, being tangible, he can hold it; while the former, representing simply a contingent interest, and for a time only, which may or may not be renewed by the insured on expiration, either in the same or in some other company, or not at all. Hence no company can claim an especial interest in such policies, and if the ex-agent can secure the renewals he has as much right to do so as if the risks had never been written upon the books of the company.

Commissions paid by companies to agents do not *purchase* the business outright; if that were so the agent would require a bonus,—more or less heavy as his business might be more or less select and valuable—it is simply an interest or premium for the *use* of his capital, his personal endeavors in controlling business for such company, and so long as the company continues to pay such interest—not salary—so long it may command the use of his capital for its own benefit. But from the moment that the company ceases to pay such interest or commission, the agent is thereby released from further obligations to labor for the interest of such company, or to use his capital beyond what unexpired business may yet remain upon his books in the name of such company. If companies desire to purchase an agent's business they must pay a fair *quid pro quo* therefor; if not, they must expect that agents will resist all attempts to get possession of their business by the mere payment of commissions. If an agent works under a salary he would then be a clerk, and any business done by him would belong to his employer; but a simple commission upon any business done for a company gives no ownership in the source of the business. See Barber v. Conn. Mut. Life Ins. Co. U.S.C.C.N.D.N.Y. ante.)

BRITON MEDICAL AND GENERAL LIFE ASS'N.

According to the *Post Magazine*, from the figures quoted at a meeting of the policy-holders held in London on the 16th Feb., the estimate that the estate will yield about 6s. 8d. in the pound seems a reasonable one. If this amount be realized, and if the Company be re-constructed in much the same way as was the "Great Britain," the "with profits" policies, in the worst cases, would be reduced by not more than 50 per cent., while the more recent policies would be reduced from 10 per cent to 20 per cent.