horsy perennial, the position of fire insurance in America. Very little fact is required for dealing with this subject, and the opinions expressed may be whatever the state of the writer's digestive organs suggest.

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Consequently, they vary in a way calculated to stagger the man who knows, and are of every temperament from optimistic to pessimistic. Further, when the heat down Fleet street and its purlieus is of such a texture that grinding out copy of the most mechanical sort becomes a painful effort, nothing helps to "bump" out a column better than a long cutting from Transatlantic newspapers devoted to the whole art of insurance. Of course, a tag of comment must be affixed, and some of these are brilliant examples of politic non-committal.

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I was forgetting Thomas Fenwick. When all other insurance news fails, he bobs up serenely. He wrote round to the shareholders in his preposterous flotation, the Merchants Fire office (now in liquidation), and offered to relieve them of the uncalled liability of their shares—a matter of $20 per share—for $4.75. Really, of course, the amount the shareholders will have to pay will be not more than a dollar or two, and anyhow Fenwick has no power or authority to relieve them of any responsibility.

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A few people have fallen into the trap and signed letters of consent. Now they find that they have gained nothing but a piece of paper and an urgent demand for various sized sums of money. Fenwick threatens writs, and some of those foolish people whom it seems impossible to save from the consequences of their own folly, are parting with their money to the impudent impostor. His threats are harmless.

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Good business gains and an easy expense account are sending numerous managers and minor members of the profession away on their holidays in a good fit. They threaten a busy autumn to round off a thumping good year, and what they say goes.

RECENT LEGAL DECISIONS:

VACANCY AS AFFECTING FIRE INSURANCE CONTRACTS.—The following is the substance of two judgments delivered by Chancellor Boyd, both of which have been confirmed on appeal, by a Divisional Court composed of Chief Justice Armour and Mr. Justice Street.

Mrs. Boardman was insured in the North Waterloo Insurance Company, covering her household furniture, in a dwelling-house of which her husband was tenant. She, being about to be confined, moved with her husband to her adopted mother's house, a short distance away, in the same village, and did not again occupy the house before it was burned. The only clause in the policy which could apply to the situation, was the third statutory condition, to the effect, that any "change material to the risk," etc., should avoid the policy. It is well settled, that such a change as this, of vacating the house in which goods may be, is not of itself an increase of risk. This was fully discussed in 1854, and the doctrine has been affirmed in Ontario. It was said by Justice Haggarty in 1868, that, if the underwriters desire to make continued residence a condition precedent to the right of recovery, in the case of a building described as a dwelling-house occupied by a tenant, they must use express language to meet the case. There was no evidence that Mrs. Boardman knew of the house in which the goods were being insured, and as to the goods themselves in the house, I do not think the circumstances of this case exempt the insurance company. As against the plaintiff, I do not find that the risk was increased, and judgment should go for $300 and costs.

The dwelling-house mentioned in the Boardman case belonged to one Spahr, and was insured by her in the same company. Her policy contained a clause in variations of Statutory Clause 3 to this effect: "If the premises insured become untenanted or vacant, and so remain for more than ten days, without notifying the company, etc., the policy will be void." As stated in the Boardman case, the tenant moved from the premises insured, and went to another house, leaving furniture and clothes behind, and the house was without an occupant for four or five weeks before the fire, which occurred on the night of the 17th of November. The house was not abandoned or neglected during the interval, some one went there to feed pigs and chickens, and water flowers in the house, to do washing, and it was also in use for the killing of pigs, and the husband slept in it twice in the interval. The case turns on the meaning to be given to the phrase used in the policy, "if the premises become untenanted or vacant." The usual word in this conection is unoccupied. I have come to the conclusion, that this is a synonymous word in its usual acceptation, and as found in these conditions. The dictionaries are in accord. In the Imperial Dictionary, "untenanted" is defined as "not occupied by a tenant; not inhabited." Precisely the same definition, in the same words, is given in the Century Dictionary. No doubt, technically, a tenant need not be an occupant, but the language of insurance contracts is to be construed, rather with regard to the fair colloquial meaning of the words, as used in common conversation, than in their etymological or professional sense. We would speak of a house as being untenanted, when it is not occupied—when no one is living in it. And when the allocation of the varied condition is made with the statutory condition dealing with changes material to the risk, it is obvious that the change emphasized by the variance is from the dwelling-house (which is insured), to that house untenanted or vacant. The dwelling-house insured, was, when insured, a place of abode; before and at the time of the fire, it had ceased to be this, without any notice being given to the company. If "untenanted" is read "unoccupied," as I think it should be, the case is well governed by authority, and absence from personal occupation for a short time, say three days, would not be fatal, under such conditions, as was pointed out in the earliest case in Ontario in 1870. But the condition imports habitual, actual residence in the house, and the incidental care and supervision arising therefrom, in protecting the property insured. This was laid down in Massachusetts in 1873, and the doctrine has been accepted by Canadian Courts. It is also regarded in the later American decisions. I think, that as regards the company, the condition is a proper and a reasonable one, and does not impose an unfair burden on the insured.

The levy of assessment, pending action, and after defence filed, by the company, was a piece of impro-