

of policies is for that reason brought within the other class also.

The reasons for the restrictions and limitations, regarding the payment of the insurance, if death occurred within six months, the judgment went on, were twofold, namely, to keep out fraudulent risks, and at the same time to keep the expense of investigations duly proportional to the amount of insurance, and to keep the amount of insurance paid always within a reasonable proportion to the premiums collected, in view of the fact that only one week's premium is paid in advance, whereas in ordinary insurance, a year's premium in advance is always due.

It is obvious, continues the judgment, that the danger of fraudulent risks in insurance of this kind is greater than in some other kinds of life insurance, and doubtless there were good reasons of policy for presenting these limitations. On the other hand, there seems to be a good reason for excepting from the limitations cases of death by accident within six months. These provisions and methods seem to be properly incidental to the business of life insurance in dealing with risks of this kind. Looking to the advancement of the business and at the same time to a partial protection of the company from fraud, the company seems to have been justified in making this distinction between deaths from different causes. In issuing policies of this kind, the company is not doing a business of insurance against accident, except as all life insurance which includes death by accident is to that extent insurance against accident. It is not the giving of direct affirmative benefits of a special kind on account of the accident. It is simply the exception of this class of cases from a limitation upon the ordinary rights of an insured person, which limitation was established for the prevention of fraud of a kind that has no relation to deaths by accident. The provision is as if the limitation upon payments for deaths occurring within six months were expressed as applying to such deaths occurring from causes other than accident.

No reserve is maintained on account of the exemption of this class of policies from the general provision as to deaths within 6 months, and no premium is charged on account of it. If the risk of such death were dealt with by itself, it would call for a slight addition to the premium and for a reserve. But it is treated as a part of the general scheme of life insurance which calls for no separate computations.

As the editor of the Insurance Law Journal, by whom this case is reported, points out, the real distinction in this case is between a contract whose liability depends on death from any cause, in which death from accident is a mere incidental feature permitted in an unessential way to somewhat modify the terms of settlement because of the assumed advantages of a satisfactory settlement being easier arrived at, and a policy whose liability depends on whether the cause of death is accidental. Had the policy contracted for a permanently increased amount in case of death by accident, thus creating a substantial increase of liability, the situation would have been different.

Insurance: Fire, Life and Miscellaneous.

The Occidental Fire of Wawanesa, Man., is entering Ontario.

Elsewhere, a leading fire insurance company advertises for a junior clerk, one with some previous experience preferred.

The business of the Pioneer Fire Insurance Company of Brandon was reinsured in the Ontario Fire Insurance Company on May 11th.

The new rates in Texas, under the States rating law, are from 10 p.c. to 15 p.c. higher on dwellings than the old rates. Rates on mercantile buildings and stocks are to go up likewise. Still the Texans are not happy.

According to the statistics of the health department, New York City had on August 3, a population of 5,000,407, an increase of 233,524 since the federal census was taken. The city is growing at the rate of 187,000 a year.

The Century Fire of Edinburgh is expected to enter New York for direct business at an early date. The company will be under the management of Henry W. Brown & Co., which firm has been writing surplus line business for the Century for two years.

A Philadelphia judge has just decided that a section of the anti-rebating law means that it is a discrimination to accept one man's cash and another man's note in payment for a life premium. The case applied directly to an instance in which a note had been accepted for a premium instead of cash, the policy agreement setting forth the setecotyped rule that the premium was payable in advance.

The following new licenses have been issued by the Dominion Superintendent of Insurance:—to the Yorkshire Insurance Company, authorising the transaction of accident, sickness and plate glass insurance; to the Springfield Fire and Marine Insurance Company, authorising the transaction of sprinkler leakage insurance, and to the Canada National Fire Insurance Company, authorising the transaction of fire insurance.

The Quebec City Council has settled the question of the appointment of a fire chief for the time being by charging Mr. Forester, the consulting engineer of the Quebec Waterworks, with the re-organisation and discipline of the brigade in addition to the instruction of the men in connection with the operation of the valves and water power and by appointing Deputy Chief Hamel as chief for one year under instructions of the council in conformity with orders from Mr. Forester.