Rouse endorsed the note, and assigned his life policy to Mrs. Hale as collateral security for the debt. Later on Woodruff sold out his interest back to Rouse, who gave him promissory notes for the purchase money $10,000. These notes Rouse endorsed over to Mrs. Hale, who, in exchange, gave up the original note for $10,000. The Life Indemnity Co., claimed that this transaction constituted a payment of Rouse's original debt, or liability, which his policy was given to secure, so that her insurable interest in his life ceased. The plaintiff claimed that Rouse's liability on the original debt was not cancelled, but that the new notes were in substitution of the original one. The Supreme Court of Minnesota held that, as the new notes had been given in substitution for the old one with the consent of the parties, and as the policy of Rouse, the maker of those new notes, was held by Mrs. Hale as security for their payment, his liability to her was continued, therefore her insurable interest in his life was established, and the policy assigned to her must be paid.

A new Phase of the L'pool & London & Globe

A NEW corporation is advertised as about to be organized under the title of "The Liverpool & London & Globe Insurance Company of New York." The incorporators are: Charles A. Marshall, John A. Stewart, J. E. Pulsford, J. C. Brown, E. D. Randolph, H. W. Eaton, G. W. Hoyt, W. S. Warren, G. H. Moore, H. V. Ogden, C. F. Low, C. J. Haven, C. Mason Kinne. The office of the Company is said to be in New York. *The Spectator* says: "It will be operated in a limited way in connection with the present Liverpool & London & Globe of Liverpool, the main object of its incorporation being the protection of the latter Company's name." This is rendered necessary as the U. S. Supreme Court has decided that the name of any foreign company may be assumed by an American organization. The new company will have $200,000 of capital and a surplus of probably $100,000.

Survival of the Fittest

AT the National Fraternal Congress held last week at Louisville, Ky., a paper on "Survival of the Fittest" was read by Mr. Falkenburg of Denver, in which he gave a table showing the advance in rates of leading assessment associations, of which the following are premiums: Mutual Reserve, 1881 $4.45, 1895 $17.46; Knights of Honor, 1876 $5, 1895 $17.78; Royal Arcanum, 1881 $9.82, 1895 $12.08, Covenant Mutual, 1880 $7.53, 1895 $17.38; Legion of Honor, 1882 $6.12, 1895 $21.37; Knights of Maccabees, 1885 $3.01, 1895 $7.34; Woodmen of America 1884 $2.21, 1895 $5.82; N. B. Mutual Aid, 1874 $12.24, 1895 $73.14. Taking this table as a basis, we find the aggregate mortality cost in the earlier years quoted, the years ranging from 1874 to 1885, for 10 of these societies the total per annum was $69.22, while the aggregate of the same societies in 1895 was $192.44 per annum. The average of these societies in earlier years was $6.92, and in 1895, $19.24, the advance over rates at commencement averaging at 178 per cent. The maximum increase was 497 per cent. and the minimum 33 per cent.

Responsibility of Companies for their Agents

A FALSE answer to a material question inserted by an agent in an application for insurance was held by the Supreme Court of Georgia to commit the company represented, and the company will not be allowed to void the policy on the ground of false warranty in relating to such answer. A similar decision was recently given in an English Court in a case where it was proven that an agent for a friendly society's life assurance department had filled up applications which contained gross mis-statements. The judgment of the Georgia Supreme Court reads: "An insurance company, establishing a local agency, must be held responsible to the parties with whom they transact business for the acts and declarations of the agent within the scope of his employment, as if they proceeded from the principal. The powers of the agent are *prima facie* co-extensive with the business intrusted to his care, and will not be narrowed by limitations not communicated to the person with whom he deals." The Court said, limiting the responsibility of companies for the acts of agents to the simple receipt of the premium and delivery of the policy was a reasonable doctrine, which had support in some decisions when persons voluntarily applied for insurance on their own motion. But, to apply such a doctrine in its full force, to the system of selling policies through agents, who represent themselves, and act as the full and complete representative of their company in making contracts, would be a snare and delusion. The tendency of modern decisions in the States is to hold the company responsible for the acts of its agents when those acts are within the scope of his employment.

A Poaching Circular.

A VALUED correspondent of St. Hyacinthe sends us a circular letter addressed to him by the Buffalo representative of a fire association in that city. The latter expresses the writer's opinion that, our subscriber will no doubt have surplus business to place between now and January 1st, which his unknown correspondent hopes to secure by offering "a commission of 25 per cent. upon all accepted business." As our opinion is asked, we beg to say that, a Buffalonian who fancies there is a surplus of insurance business in Canada waiting an outlet in Buffalo is equal to Rider Haggard in imagination; the insurance business is too prosaic for such a genius. If he supposes that Canadians will send business to an American company which is entirely unknown in Canada, the name of which does not occur in the New York Insurance Report for 1896, he has small respect for the business shrewdness of those he solicits. The Fire Association this poacher on the Canadian preserves represents has not fulfilled the conditions requisite for its doing business legally in Canada. If Canadian business were done by him it would be a violation of Canadian law, and we Canadians think law breaking to be dishonorable. If the Buffalo agent wishes to get Canadian business in a straightforward, honest way, he should have his company put in a position to enjoy a legal status in this Dominion.