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Correspond with E. J. Harvey, Supervisor of Agencies.

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FIRE INSURANCE BROKERS ELECTIONS.

The following officers of the Fire Insurance Brokers' Association, Inc., were elected at the annual general meeting held in Montreal last week: President, R. L. Charlton; vice-presidents, E. Hurtubise and P. W. A. Burket; treasurer, R. J. Wickham; secretary, Ernest C. Cole. Directors: Messrs. G. E. Lyman, R. P. Adams, W. A. Ralston, G. G. Fox, C. F. Hare, I. Crepeau, E. Gauthier, J. Hurtubise, A. Simard and G. Pacaud.

INTERESTING JUDGMENT ON ACCIDENT CLAIM.

An interesting judgment was rendered by Mr. Justice Greenshields of the Supreme Court last week in the case of the Travellers' Insurance Company of Hartford, N.J., and Mr. A. G. Brooke Claxton, of Montreal, condemning the company to fulfil their liability toward the plaintiff under two policies he held with the company insuring him against bodily injuries effected by accident. The question involved, and about which a spirited legal fight was made, was whether hernia in this case was the result of accident and as such came within the liability of the policies.

By his decision that it does, Justice Greenshields has established important jurisprudence on the point at issue.

"The plaintiff," said His Lordship, "has from his boyhood taken an active part in outdoor sports. Later, and for a number of years he followed with keenness the royal game of golf as a matter of amusement and exercise. In winter, when he was unable to follow the game out of doors, he continued his exercise by swinging his clubs in his house. On March 12, 1914, while at this exercise he felt what he describes as a 'tearing pain' in his left side. Subsequently medical aid was called, and the doctor pronounced that Mr. Claxton was suffering from double hernia, caused by the violent exercise the patient had indulged in on March 12. An operation was performed; the company defendant was notified of the injury and of the intended claim under the two policies, but they refused to pay; hence this action.

"Defendant's plea was that the assured did not suffer bodily injuries which were caused through external violent and accidental means, but that the hernia existed previous to March 12, 1914, if not actually apparent at that time, and the plaintiff was always predisposed to hernia.

"No matter how predisposed plaintiff may have been to develop hernia the actual condition never developed until March 13. It is a fact well known to medical science that a person may become immediately afflicted with hernia as a result of a sudden strain or wrench no matter from what cause that strain may arise. I have no doubt that whatever the predisposition of the plaintiff may have been to hernia the actual condition developed on March 13 was due to the violent exercise of swinging his golf club on the morning of the 12th. That the policy contemplates hernia being caused by an accident is beyond any question, and the liability existed from the moment the policy was issued. 'But,' says defendant, 'that was not an accident as contemplated by my policy, even if the hernia resulted as a consequence of what the plaintiff was doing.' I cannot follow the defendant in this pretension. The word 'accident' or 'accidental,' where used in this policy, has, in my opinion, no technically restricted—or what I might call 'insurance'—meaning. The policy is a contract the wording of which was chosen by the defendant, and I should interpret the word 'accident' or 'accidental' when and where used in the policy, in the ordinary and popular significance of the words. The plaintiff intended to swing his club for healthful exercise. He did not intend to cause himself injury, and if while practising this exercise, and as a consequence of doing it, injury resulted, there was an injury caused by the accident.

"I find that the resulting disability to the plaintiff in the present case was immediately due to the accident which happened while he was swinging his club on March 12, 1914, and the company defendant is condemned to pay to plaintiff the sum of \$100 on the policies."

CONFER ON WESTERN FIRE INSURANCE.

An important conference of fire insurance company officials to consider the disturbed situation in Western Canada was held in Chicago last week. Officials were present from Montreal, Toronto and Winnipeg, together with company officers from Hartford and New York, and the western managers having jurisdiction in Canada. For some time conditions in the western provinces of Manitoba, Saskatchewan and Alberta have been disturbed and the Springfield has withdrawn from membership in the Western Canada Fire Underwriters' Association and the National of Hartford has given thirty days' notice of withdrawal.

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