

said either that there is a steady revival in British trade or that the decline has stopped. The facts that there are unusually huge quantities of foreign material on offer in all the big markets, that railway manufactures have fallen off, that vacant ships meet one on all sides in the shipbuilding yards, that in the busiest mill centres only "fair" employment is indicated, and that generally there is less forward work in hand than there has been for a long, long time, tell a very different story.

Some definite steps have now been taken in the direction of a combination of the steel and iron companies of Wales. Excessive competition has reduced profits greatly, and something has got to be done now that the dull days are at hand. In the boom times steel and iron investments were the favourites, and their quotations went racing away. Now it is a case of continual sagging.

The position of the various markets that constitute the London Stock Exchange is rather interesting just now. The period on the whole is one of the laziest on record, and Throgmorton Street has hardly known what to do with itself. The end of the South African war seems away off, and Lord Kitchener's proclamations have as little effect on the movements of stocks and shares as they have upon the movements of the Boers. The American market in London by being closed on Saturday last did not reel beneath the news of the attempted assassination of President McKinley. There was a fall, but it was followed by a speedy recovery.

When Home Rails have been as weak and profitless as ever Canadian Pacifics and Grand Trunks have advanced further and further in popular investment appreciation. During the last fortnight only Canadian Pacifics have risen 2 points and Trunk Seconds 3½—to mention no others.

In these days of sensational, foreign and colonial gold fields we are apt to forget that here in England, or to be more exact Wales, we have profitable gold mining going on. The St. David's mine, a gold and copper proposition with a capital of \$300,000, gained a profit of close upon \$200,000 last year. This is the mine where, in the old days, it cost \$1.50 to produce one dollar's worth of gold. Treating the ore now only costs a matter of \$2 per ton.

Slowly the city is beginning to resume its customary appearance. Brokers and jobbers are coming back from country and seaside, moor and fen, mountain and river with empty pockets, but improved livers. All hopes are fixed on an autumn boom, and if resolute perseverance and paid paragraphs will do it that boom is as good as an achieved fact.

INSURANCE.

What a lot of ingenuity is wasted on small things! Our latest insurance fraud is a case in point. A man and a woman of the name of Kendrick have been diligently at work for a considerable time swindling small industrial life insurance companies. The plan was for the male prisoner to insure himself under the name of Crisp. Then "Crisp" would die, and Mrs. Kendrick got up in tears and mourning as the widow would draw the insurance money. In this way several small companies, and the Pearl and the Prudential were swindled out of amounts totalling up to about a thousand dollars—not so very much considering the efforts. Sentences—for the man twelve months, and for the woman, three.

It is an interesting point as to how far the growing practice of holding coroner's inquests after any big blaze for the purpose of discovering the origin of the said blaze has had the effect of checking outbreaks. Were the holding of a searching inquiry into causes made a regular attendant upon large fires there would be room for some of the premium reduction which some people in the city are always clamouring for.

Shall insurance agents be specially licensed? The question has arisen in the dull season of the year when Parliament is not sitting and newspapers are hard driven to fill their columns. It is claimed that a system of licensing would clear out of the profession all the shabby and incompetent agents, and give the good man a better return.

LEGAL INTELLIGENCE.

THE BROPHY CASE.—JUDGMENT ON APPEAL.

The following statement of the suit, *North American Life v. Brophy*, appears in the Law Reports prepared for the "Toronto Globe."

North American Life Assurance Co. v. Brophy.—Judgment (C.) on appeal by defendant G. Brophy from judgment of Street, J., declaring an insurance policy, issued by plaintiffs in the name of A. Cromar, deceased, to be void and dismissing counter claim for its amount. The policy was issued on March 27 as of date in February 22, 1897. It was a semi-tontine investment policy and expired on February 20, 1897, and provided that after a year the liability of the company "shall not be disputed," except on certain grounds not here in question. On March 13, 1897, Cromar, for the expressed consideration of \$1, assigned and transferred to defendant Brophy, for his sole use and benefit "all my right, title and interest in policy, expressly reserving, however, to insured sole right and power to make choice of any investment, option or options granted under the policy, and personally to receive the full benefit thereof without the consent of any person or persons named herein as assignee or assignees. In the event of the death of said assignee or assignees before the policy becomes due then, and in that case, the proceeds thereof shall be payable when due to the insured, his executors, administrators or assigns." By an arrangement previously made with Cromar, Brophy at the same time, but upon another application form, had applied for and bought from plaintiffs an annuity of \$60 a year on his life on the understanding that its amount should go in paying the premiums on the policy in question, which was thereafter applied for by Cromar. The parties had carried out a similar arrangement on several occasions, and the policies issued by other insurance companies had been absolutely assigned by Cromar to Brophy. In this case, however, Cromar made the qualified assignment above mentioned, and Brophy acquiesced in the breach of the arrangement, not wishing to quarrel with Cromar about it. The trial judge held that on the admissions in evidence of defendant Brophy, the transaction was one by which he, having no interest in Cromar's life, was to insure it for the benefit of himself (Brophy). The policy was, therefore, a gambling or wagering policy, and absolutely illegal and void, that it was void also because the insurance was effected for the benefit of Brophy, but his name did not appear in the policy, and the fact that it was an endowment policy and not an ordinary life policy made no difference, and that as to the recovery of the premiums sought by the counter-claim there was no evidence that the plaintiffs knew that the policy was a wagering one. Held, that the policy in question was contrary to or in evasion of the act, 14 Geo. III., ch. 48, sec. 1., and upon the evidence it was clear that the defendant had not an insurable interest in Cromar's life, and that the insurance was effected, not for defendant's benefit, but for Cromar's, and was void. *Veazina v. New York Life Co.*, 6 S. C. R. 30, distinguished. The plaintiffs, notwithstanding they have not offered in their statement of claim to repay the premiums, and oppose any order requiring them to do so, must, having brought their action to trial, obtained judgment and insisting on retaining it, be held to have made a sufficient submission of all their equitable obligations as to the premiums to enable the court to make the proper order in respect thereof. See *Prince of Wales Co. v. Palmer*, 25 Beav. 605, and *National Ins. Co. v. Egan*, unreported, in which no offers were made, but a return of premiums was ordered. See also *British Equitable Ins. Co. v. G. W. R.*, 38 L. J. Chy, 132. Policy directed to be delivered up for cancellation. Premiums of insurance to be repaid to defendant Brophy, with interest from date of the receipt. Costs of action to plaintiffs. Counter-claim dismissed with costs and appeal dismissed with costs. All costs when taxed to be set off against premiums and interest.