

RECENT LEGAL DECISIONS.

LIFE INSURANCE.—PAYMENT OF PREMIUM AFTER DEATH.—By an English policy, effected by one Stuart, through the manager of the General Life Assurance Company on the life of a debtor, the premiums were payable quarterly, and if any premium was in arrear for more than thirty days, the policy was to become void. On the thirty-first day after a premium was due, it was paid, and a receipt was given. At that time as it happened, the assured had been dead for two hours, but this was not known to the holder of the policy. The Company refused to pay and legal proceedings followed against the manager. The Jury found, as a fact, that the Company's clerk had told the plaintiff's clerk that it would be all right if the premium were paid on the thirty-first day, if the debtor did not pay it on the thirtieth. The Court held that it was within the power of the Company to waive the condition if they wished to, but in this case the assured was dead when the premium was paid, and the clerk's authority, if he had any, could not extend to such a case, and judgment was given against the claim. (*Stuart v. Freeman*, 18 Times' Law Reports, 511).

WAGES DURING TEMPORARY ILLNESS.—One Warren, entered the service of an English pianoforte manufacturer for a period of five years, at a yearly salary, and undertook to devote the whole of his time to his master's business. He became temporarily ill, and was, in consequence, prevented from performing his work for ten weeks. As his master refused to pay him for the time he was absent, he sued for ten weeks' wages. It was contended that he was not entitled to recover, because he had covenanted to give his whole time to his master's business, and had failed to do so. The Court decided that he was entitled to be paid during the time of his illness. Mr. Justice Bruce said: Although it might be a perfectly good answer to a claim for salary to say that the servant is not ready and willing to perform his part of the contract, yet that is not the case where it is proved that he is rendered incapable by illness of performing his duties. As long as he is ready and willing to perform his work, and is prevented by temporary illness, he can recover. (*Warren v. Whittingham*, 18 Times' Law Reports, 509).

RETURN OF UNDUÉ PROFIT.—A money lender sued for £100, the balance of a £500 promissory note. At the time the note was given the maker was a young man of twenty-eight, and owing money which he had not funds to pay. At thirty, if he had kept clear of financial trouble, he was to get £30,000 from his father's estate. He was introduced to the money lender in question, and the latter gave him a cheque for £300 for the note of £500. He had paid £400 before suit, and refused to pay the balance. In the money lender's action, he counterclaimed, and asked to be repaid all but the £300, with interest at five per cent., on the ground that the dealer had taken advantage of his necessities to impose upon him an extortionate and inequitable bargain. The English judge considered, that while the money was in a sense advanced on the credit of the expectancy, still, according to an old equitable doctrine, the burden was on the money lender in such cases to show that no undue advantage had been taken of the debtor's position. In this case £200 had been paid as interest for a loan of £500, and the plaintiff had failed to show that there were circumstances which made such a transaction just, fair and reasonable. The plaintiff could only have the sum advanced with interest at five per cent., and was directed to repay the balance and to pay the defendants costs. (*Samuel v. Nichol*, 18 Times' Law Reports, 513).

MARINE INSURANCE RESTRAINT OF PEOPLE.—A number of bulls were insured under a Lloyd's policy on a voyage from Liverpool to Buenos Ayres, against, among other risks, "Arrests, restraints and detentions of princes and people." On arrival at Buenos Ayres, the cattle were found to be suffering from a contagious disease, and the authorities

refused to allow them to be landed. The Argentine Government had, by a decree, passed months before, prohibited the entry of animals suffering from contagious diseases. The bulls were taken to another port, and sold at a loss, and the underwriter's disputing liability, an action in the English Courts followed. Judgment was given for the insurance company. The case turned on the definition of the expression "restraint of people." It was held that the mere operation of an ordinary municipal law affecting or preventing the delivery of the insured goods at their destination, was no restraint of people within the meaning of the policy. As in the case of perils at sea, there must be something violent and out of the ordinary course of things before a peril is brought within a policy. In the present case, no force of any kind was used. The captain was required to obey the ordinary law existing in the country at the time when the goods arrived, and he obeyed it. The policy also contained a clause "Warranted free of capture, seizure and detention." It was held that under this warranty the Company was also entitled to succeed. (*Miller v. Law Accident Insurance Coy.*, 18 Times' Law Reports, 518).

PERSONALS.

MR. CHARLES POVAH, of the Manchester branch of the Royal, died recently. Mr Povah commenced his insurance career with the Lancashire in 1867. In 1880 he was appointed assistant actuary, and later manager of the life department, when he was transferred to the Royal on its assuming the business of the Lancashire. Mr. Povah was a very able man and widely respected, both in and outside insurance circles.

MR. E. C. JONES, some years manager of the Bank of Montreal, St. John N.B., was recently presented with a solid silver service and \$1,000 on his leaving for a year's vacation in the old country.

MR. P. C. STETHNA, agent of the Sun Life, Bombay, India, visited Montreal this week. Besides representing the Sun Life he is also very largely engaged in the cotton business in Bombay, in which city he informs us there are no less than 75 cotton mills.

MR. J. D. STUBBE, agent Sun Life of Canada at Porto Rico, was visiting the head office of his company in Montreal this week. Mr. Stubbe informs us that twenty per cent. of the population of Porto Rico can neither read nor write.

MONTREAL CLEARING HOUSE.—Total for week ending May 15, 1902:

	Clearings.	Balances.
	\$21,550,983	\$2,811,593
Corresponding week, 1901	20,389,339	2,697,416
" " 1900	15,203,193	2,185,865
" " 1899	15,821,294	2,093,305

THE CALEDONIAN INSURANCE has issued an elegant card showing its handsome new building, 50 Pine St., New York which it invites its friends to inspect and to make it their headquarters when in that city.