

The New York Court of Appeal has recently decided in a foreclosure suit brought by the Equitable Life, where the company claimed the right to charge the defendant for the examination of title by a title insurance company, that no such charge could be made, on the ground that the examination had no more significance in the eye of the law than that of any other private individual, and that the courts could recognize no charges for search of title excepting such as came from regular officials in charge of the records.

It will be seen by reference to the letter of our Toronto correspondent elsewhere, that the life assurance agents of Ontario have followed the good example of the fraternity of this Province, and have organized a life underwriters' association. This is good news and a timely movement. We are confident that the joint influence of the two associations may be wielded for the good of the business in a variety of ways, as well as in the extirpation of the rebate evil. Mark Cohen, of the Equitable, has been chosen president, and A. H. Ellis, of the New York Life, secretary.

PERSONAL MENTION.

MR. JAMES BOOMER, of Toronto, manager of the Manchester Fire for Canada, was a recent caller.

MR. H. KITSON, of Guelph, recently appointed inspector of the National and Atlas, visited us last week.

MR. T. R. HOBBS has been appointed at London, Ont., general agent of the London and Lancashire Life.

MR. ARCHIBALD C. MACINTYRE has been elected secretary of the new Travelers Accident insurance company of England.

MR. GEO. H. MERRITT, general agent at London, Ont., of the British Empire Life, was in the city last week, and gave us a call.

MR. W. T. STANDEN, the accomplished actuary of the United States Life of New York, looked in on the CHRONICLE pleasantly this week.

MR. J. F. RUTTAN, the well-known insurance and real estate agent of Port Arthur, has been elected mayor of that town by a large majority.

MR. JEFFREY BEAVAN, United States manager of the London and Lancashire, returned to New York last week from a visit to the head office of the company.

MR. H. A. PATTERSON, ex-mayor of Chatham, and president of the Board of Trade, has been appointed general agent at that place for the London and Lancashire Life.

MR. THEODORE COOLEY has been appointed superintendent of the Southern department of the Guarantee Company of North America, with headquarters at Nashville, Tenn.

MR. T. A. WARREN, who has been for eleven years connected with the *Insurance World* of Pittsburg, latterly as business manager, will hereafter have a proprietary interest in that journal.

MR. FRANK A. COLLEY, the retiring president of the New England Insurance Exchange, has been elected general agent at the home office of the New Hampshire Fire insurance company of Manchester.

A MOST LIBERAL OFFER.

We desire to place in the hands of every man in Canada in any way connected with insurance a copy of the INSURANCE AND FINANCE CHRONICLE, believing

that familiarity with its contents cannot fail to prove profitable to those who enjoy its regular visits. Our list of subscribers is a large one already, but as an inducement to our present readers to make the list still larger we have concluded to make a most liberal offer. To any subscriber, not in arrears, who will send us the amount of his own subscription, together with that of a new subscriber for one year, or \$4.00 in all, we will send, post paid, either a copy of the FIRE AGENT'S TEXT-BOOK, by Griswold, or a full set of GRISWOLD'S CANCELLATION AND TIME TABLES on heavy cardboard, printed in colors, and with portfolio. To those who prefer it, we will send Tabor's THREE SYSTEMS OF LIFE INSURANCE, fine cloth binding, on the same terms. The regular price of either work is \$2.00. The AGENT'S TEXT-BOOK is a standard work in extensive use, embracing over 200 pages, and is a complete fire underwriters' dictionary of terms, phrases, etc., in constant use. It comprehensively deals with the subject of Policy Forms, gives short-rate and pro-rata tables, with much other information valuable to an agent. The THREE SYSTEMS, as a manual of ready, easily comprehended information fully covering the fundamental principles and workings of the regular, actual premium and assessment systems in life insurance, has no equal. This offer will be open only to the end of February next. Send in the names at once.

Legal Intelligence.

FIRE INSURANCE.

IOWA SUPREME COURT, Oct., 1890. *Hagan vs. Merchants and Bankers' Ins. Co.* Alteration.—Concurrent insurance.—Premium note.

The defendant denied any liability for the loss, on the ground that the application and policy attached to the petition had been changed and altered without its knowledge or consent since delivery, by adding the words "and shingles" after the words "iron roof," and that plaintiff had procured concurrent insurance in excess of the permissible amount without consent, etc. On the trial, defendant insisted that the burden was on plaintiff to account for the change made in the instruments before they could be introduced. Plaintiff insisted that the burden was on defendant to prove that such alterations, as alleged, had been made, by whom, and for what intent. The instruments apparently showed that alterations had been made, but by whom and for what purpose was not plain to the jury, and a verdict for plaintiff was returned. Defendant appealed.

Held:—1. That a suit on a written instrument, and answer alleging that the instrument sued on was not the one executed by defendant, nor that the same has been altered since its delivery, does not require the plaintiff to offer the instrument in evidence, since the answer virtually admits its execution.

2. Where a policy introduced in evidence shows on its face that it has been altered, the burden of proving when such alteration was made is on the insurer who alleges that it was made without authority, since there is no presumption that the alteration was made after delivery.