

This sum has been expended in connection with new uniforms for the Highland Cadet Battalion.

Signed, FRED. LYDON,
Major Com'g H. C. Batt'n.

In sending this acknowledgement Major Lydon expresses very grateful thanks to the Hon. Treasurer for his help in enabling the very handsome uniform to be obtained for the Highland Cadets.

It is all the more gratifying that this effort has been successful because the Cadets have been selected to parade for His Royal Highness, Prince Arthur of Connaught, during his visit to Montreal. Our citizens, no doubt, will feel proud of the appearance of the Cadets, the continuance of whose organization is now assured with all its advantages to the members and the services it will render as a training school for the Militia.

ACCIDENT INSURANCE DECISIONS.

A stroke of lightning may be an accident arising out of the employment of a man who is working in a very exposed position.

Appeal of the employers from the award of the Oldham County Court.

The applicant was the widow of a workman who was killed by lightning in the course of his employment.

The deceased workman was a bricklayer who was working upon a scaffolding at a height of about 23 feet above the level of the ground, when he was struck by lightning and killed.

At the hearing before the County Court Judge, an expert witness, who was an engineer and electrician, gave evidence on behalf of the applicant to the following effect: "I have been told that the place and circumstances in which the deceased man was working was on a scaffold 23 feet from the ground. I consider that a very exposed position. The main fact is the elevation above the earth; another factor is that he would constitute a well defined point at which a discharge would be more likely to occur. Buildings and other erections afford a protection over a space which diminishes as you ascend vertically. If you draw a line at an angle of 45 degrees from the highest point of an erection to the earth, persons within that cone are protected, and it is, therefore, clear that as you ascend the zone of safety diminishes. I consider that a man working on an elevated scaffold runs an appreciably greater risk from that fact."

The County Court Judge found that the accident arose in the course of the employment, and that the question as to whether it "arose out of the employment" was a question of fact. He held that it did arise out of the employment.

An appeal was brought by the employers, which was dismissed.

INHALING GAS.

Where an accident policy by its express terms relieved the insured from liability from injury caused by the "voluntary or involuntary inhalation of any gas or any anaesthetic," or "resulting from any poison of infection accidentally or otherwise taken, administered, absorbed or inhaled," there could be no recovery where the insured died from the effects of gas inhaled by him while in a hotel, whether the accident occurred because of his mistake or the neglect of some other person.—*Porter v. Preferred Accident Ins. Co.*, 95 N. Y. S. 682.

EQUITABLE LIFE ASSURANCE SOCIETY.

The statement made in several insurance papers to the effect that the Equitable Life Assurance Society, had withdrawn from Louisiana is (we are officially informed), absolutely incorrect.

The facts are that, the Equitable's annual statement to the Louisiana Insurance Department did not reach Baton Rouge until about twelve hours after the time prescribed by law. This, no doubt, led to the sending out of the report that the Equitable had been barred from the State. The Equitable is, of course, still doing business in Louisiana.

INTERNATIONAL ASSOCIATION OF ACCIDENT UNDERWRITERS.

The 19th convention of the International Association of Accident Underwriters, will be held at the Hotel Champlain, Lake Champlain, New York, July 10, 11, 12 and 13, next. Those who purpose attending the convention are requested by the President, Mr. Wm. Bro. Smith, to make hotel reservations now, so that they may be suitably accommodated.

LIFE INSURANCE AGENTS VICTORIOUS AT ALBANY.

We are indebted to "The Insurance Press" for the particulars of what cannot but be regarded as a great victory won by the agents of life insurance companies in their opposition to one of the Bills of the Armstrong Committee.

The original bill provided that agency expenses of every nature should be met. This included commissions, medical and inspection fees, expense of the maintenance of branch offices and agency supervision expenses, clerical hire, advertising, printing and postage, licenses for agents, taxes on new premiums, cost of maintaining the medical, agency and policy departments at home offices, the printing of policy forms, etc.

The original provision for renewals was that the renewal commission should not exceed 7½ per cent. of the ordinary life rate, and should not be paid for more than four years. The first year's com-