MR. H. S. PELL has resigned his position with the London Assurance in order to join the Northey Manufacturing Company, manufacturers of steam pumps. Mr Pell was connected with this firm previous to his appointment as inspector for the Canadian Fire Underwriters' Association. He has done good work for the London Assurance, which company regrets the severance of the connection and parts from him with best wishes for his continued success.

# Legal Intelligence.

FIRE INSURANCE.

COURT OF REVIEW, Montreal, Dec., 1891. *Lambert* vs. *Glasgow & London Ins. Co.* Over-due note given for premium.

This is a case where the plaintiff gave a note for the premium on a $3,000 policy of fire insurance issued by defendant company. As usual, the policy stipulated practically that if the insured failed to pay the note at maturity, the liability of the company should then cease. The note also contained a similar agreement. The note was not paid at maturity, and after a failure on the part of the plaintiff to thus pay it, the property covered by the policy burned. The company refused payment of the loss, and suit was brought on the ground, mainly, that by retaining possession of the note after maturity and non payment the company tacitly agreed to waive the stipulation of the note and policy as to the effect of non-payment. The case was tried in the Superior Court in this city, and decision rendered in favor of the company. The case was taken to the Court of Review, where the decision of the Superior Court was affirmed. The decision will be noted with interest by the companies generally.

ACCIDENT INSURANCE

KY CT. OF APPEAL, Nov., 1891.—*Thomas et al.* vs. *Standard Life and Accident* Ins. Co. Approximate cause of death.

In this case it was shown that the deceased had a fall, sustaining injuries of which he complained for several days, and then took to his bed with fever, from which he never recovered complaining throughout his illness of his hurt, which was evidenced by a bruise. The attending physicians testified that the deceased died of typhoid fever, and that the bruise or injury was not the cause of the disease. On the contrary, his nurse, of large experience and regarded as especially competent, testified that he did not have typhoid fever, and the medical men admitted that severe bruises might induce other forms of fever than typhoid. The court held that the evidence was sufficient to justify a verdict that the accident was the cause of death, and ruled accordingly.

FIRE INSURANCE.

MICH. SUPREME CT., July, 1891. *Gristock* vs. *Royal Ins. Co.* Action of Adjuster.—Proofs of loss.—Waiver.

In an action on a fire policy, where it appeared that an adjuster of the defendant company spent several days with the assured's son and agent in making a list of the personalty destroyed, and the two employed a builder to estimate the value of certain buildings, and referred to an arbitrator the value of a dwelling on which they could not agree.

*Held*, That if the adjuster's conduct would induce an honest belief that the proofs then being made were all the company required, and the assured did so believe, the jury might find that formal proofs were made.

2. *Limitation—Correspondence—Scope of Authority.* The fact that, after the expiration of the time for making formal proofs of loss, the company wrote to the assured's son, saying that the adjuster had been sent to investigate the circumstances of the loss and advise the company thereof, in order that the proper officer might decide on further steps, is no proof that the son had no right to rely on the adjuster's acts, since what the latter did was within the general scope of an adjuster's authority.

3. *Imputable Knowledge—Misrepresentation.* Where the applicant signed no application, but told the agent that there was a mortgage on the premises, and the latter, in his daily report on which the policy is issued, states that there is no mortgage.

*Held*, That the agent's knowledge is imputable to the company, and the policy is not avoided by the misrepresentations.

4. *Delivery of Policy—Waiver.* Where the assured signed no written application, but told the agent that there was a mortgage on the premises, a delivery of the policy to the assured, without an indorsement of permission, and without calling his attention to the conditions respecting the incumbrance, operates as a waiver thereof by the company.—*Ins. World.*