

administrator, for the benefit of his widow, if any," he being at that time married. During the following year Phelon's wife died, and he subsequently married again, his second wife surviving him. The heirs of the first wife laid claim to the proceeds of the policy as against the claim of the widow. They contended that the policy provision contemplated the wife of the assured at the date of the policy as the person designated, and who at that time was the only person who could be properly designated as his possible widow. The court held that both what the policy omitted to say and what it actually expressed were fatal to the claim of the heirs; the first wife's name not appearing as the beneficiary, and the term "widow, if any" being used, and that "wife" and "widow" were not synonymous terms. If the former term had been used, the right of the wife would have attached to the date of the policy and the claims of her heirs would have been valid. It was held that the right of the first wife depended on the condition that the assured should die first, and that she should become his widow. Considerable stress was laid on the fact that the assured, through his administrator, was the only unconditional beneficiary, and that he continued to hold the policy as it was originally written before and after his second marriage. The *raison d'être* of the court's opinion is found in the following extracts:—

During his second marriage he delivered the policy to his second wife, telling her it was for her benefit, and while the policy was in force he died. This designation *by delivery*, added to the fact that he caused no change to be made in the terms of the policy after the death of his first wife, and that originally no particular person was named by personal mention in the policy, convince me that he meant what the policy says, *i.e.*, that his widow should be the beneficiary, if he should leave a widow. As he could leave but one widow, *viz.*, the wife who might survive him, this designation of the beneficiary was fixed and definite. \* \* \* He doubtless had reference when he took the policy to his then living wife, but he did not name her in the policy; and if he meant her it was *on the express condition* that she should become his widow. This condition by her death became impossible of fulfillment. Then the policy stood as it did originally, his own, *with no beneficiary called by name*, and he was than an unmarried man, a widower. In this situation he could lawfully marry and did lawfully marry his second wife, and after a few years he died leaving her as *his widow*.

It is argued that this widow cannot avail herself of the benefits of the policy, because at the date of the contract witnessed by said policy she had no insurable interest in Mr. Phelon's life. In my view of the contract this was not necessary. The contract was by Phelon *in his own favor, on his own life, payable to his own administrator, on the condition that he should leave no widow*. This policy was his own. It was supported by his own insurable interest, and this interest when he married the defendant, Mrs. Maria Phelon, was imparted to her, on the condition, or rather in the event, that she should by survival become his widow.

The case will naturally attract wide attention, for not a few other policies may be in existence, and still many others may be sought for, wherein the phrase "widow, if any" may indicate the intention of the assured to have the proceeds of his policy applied for the benefit of his surviving wife, whoever she may be. Whether decisions of the higher courts, generally, in similar cases, would follow the line of the one here

considered is an interesting question, though we apprehend that they would.

### FIRE PREMIUMS AND TAXES IN MONTREAL.

From the annual returns to the city authorities of Montreal by the fire insurance companies of net premium income for purposes of taxation, we give below the amount of city premiums, not including the suburbs; and the tax imposed thereon, as follows:—

Company.	Premiums.	Am't. of Tax.	Company.	Premiums.	Am't. of Tax.
Ætna.....	\$15,788	\$ 49.00	National of Ire-		
Agricultural...	3,062	10.00	land.....	\$13,046	\$40.00
Atlas.....	8,658	26.00	North British..	68,460	208.00
Brit. Amer....	20,518	63.00	Northern.....	23,157	71.00
Caledonian....	28,439	90.00	Ins. Co. of N.		
Citizens.....	38,734	119.00	America.....	11,909	37.00
Com. Union...	34,461	104.00	Norwich Union	12,430	38.00
Connecticut...	4,076	13.00	Phoenix, Lond.	29,059	89.00
Eastern.....	6,168	20.00	Phenix, Brook-		
Emp. Liability.	11,469	35.00	lyn.....	7,624	24.00
Fire Ins. Ass'n.	15,720	48.00	Phoenix, Hart-		
Manchester...	9,665	30.00	ford.....	8,490	26.00
Guardian.....	38,000	115.00	Queen.....	38,283	116.00
Hartford.....	11,530	37.00	Quebec.....	8,143	25.00
Imperial.....	28,975	88.00	Royal.....	100,927	305.00
Lancashire....	17,585	55.00	Royal Canad'n	31,955	96.00
Liv., Lond. &			Scottish Union	46,406	141.00
Globe.....	63,534	194.00	Western.....	30,241	93.00
London Assur.	21,610	66.00	Union Assur..	2,479	8.00
London & Lan-					
cashire.....	22,925	70.00	Totals.....	\$849,661	\$2,600.00
Mutual, Mont'l	16,133	50.00			

### PROPORTION OF FIRE INSURANCE BY BRITISH COMPANIES IN THE UNITED STATES AND CANADA.

How important that portion of this continent comprising the United States and Canada has become as a fire insurance field for the British companies is not perhaps generally realized excepting in a vague, general sort of way. We have thought it of sufficient interest to call for the following detailed exhibit of the proportion of premiums and losses in the United States and Canada for 1890 to the totals as reported in the home office statements of the companies named. Following is the exhibit:—

COMPANY.	Aggregate Premiums	Aggregate Losses.	Prem's, Un. States & Canada.	Losses, Un. States & Canada.	Ratio U.S. & Can. Business to Totals.	
					Prem's.	Losses.
Atlas.....	\$ 1,029,190	\$ 611,405	\$ 63,701	\$ 45,687	6.2	7.4
Caledonian....	1,157,945	444,850	629,782	159,500	54.4	35.9
City of London.	1,451,723	1,228,063	553,166	312,513	38.1	25.4
Commercial Un.	4,696,490	2,904,300	3,043,085	1,739,278	64.8	59.8
Fire Ins. Asso'n.	436,930	280,005	112,900	61,930	26.0	22.1
Guardian.....	2,606,420	1,659,000	1,298,106	605,587	44.8	36.5
Imperial.....	3,821,820	2,218,430	1,315,709	667,932	34.4	30.1
Lancashire....	3,398,515	2,271,210	1,910,286	1,139,710	56.2	50.2
L. & L. & Globe.	7,118,810	4,100,135	4,776,593	2,574,252	67.0	62.7
Lond. & Lanc.	3,511,735	1,913,090	1,907,989	1,057,254	54.3	55.2
London Assur.	2,118,830	1,058,570	1,084,001	571,676	51.1	54.0
Manchester....	1,001,020	555,795	205,377	83,046	20.5	14.9
National.....	1,015,050	662,120	75,138	50,772	7.4	7.6
North British..	6,945,785	4,053,435	2,406,001	1,394,207	34.6	34.4
Northern.....	3,357,320	1,975,945	1,250,289	706,410	37.2	35.7
Norwich Union.	3,741,735	2,342,040	1,316,055	685,176	35.2	29.3
Phoenix.....	5,189,885	3,193,095	2,013,155	1,012,092	38.8	31.6
Queen.....	3,222,530	2,409,245	1,839,292	1,028,451	57.0	48.8
Royal.....	6,101,910	3,432,830	4,127,563	2,126,599	67.6	61.9
Scottish Union	1,256,850	558,220	723,838	298,230	57.6	53.4
Sun Fire.....	4,358,395	2,354,915	*1,455,218	765,351	33.4	32.5
United Fire....	1,328,075	881,835	*1,119,467	689,034	84.2	78.2
	69,566,963	40,808,533	33,227,711	17,775,257	48.0	41.5

\* In United States only.

† In Canada only.

From the above it appears that more than two-thirds of the premium income of several of the largest British companies comes from the United States and Canada, while none of those fully established fall below one-