

REFUSE TO PAY THE TARRANT EXPLOSION CLAIMS.

The report of special committee appointed to enquire into the liability of the insurance companies for losses caused by the explosion in the Tarrant building, New York, is adverse to the legality of the claim. The committee is, consequently, to be continued, with power to incur legal and other expenses in opposing the claim, which will be proportionately divided between the companies interested, who refuse to pay the explosion damages caused by the disaster to the Tarrant premises.

The committee has been helped by counsel in its investigations, and has decided that quantities of prohibited goods, largely in excess of the legal limit, were stored in the building which was wrecked. The committee's report gives the legal conclusions of its counsel as follows:

"The policies upon the building of Tarrant & Co. were, as to the insured, void; but that as to the mortgagee, such policies were valid. The companies liable thereon should, therefore, upon the payment of the same, take subrogation as against Tarrant & Co.

"That so far as the contents of said building belonged to Tarrant & Co., the policies upon such contents were invalid. So far as such contents belonged to persons other than Tarrant & Co., insured under separate policies, where such insured had goods on storage in excess of the amounts allowed by law, such policies were void; and, where the insured had not violated any provision of the law, such policies were valid.

"As to losses on buildings destroyed by explosion the companies were liable for the damage by the fire ensuing, but not for explosion damage.

"The companies were not liable for the damage caused by explosion alone."

The "Standard" remarks on above decision: "The committee stands by Mr. Cardozo's opinions and declares that Tarrant & Co. are liable for all losses arising out of the explosion, and that the city of New York may be held liable for such losses by reason of its negligence in failing to enforce the provisions of the charter as to the storage of explosives and other prohibited articles. In conclusion, it recommends that the companies, without considering the merit of these suggestions, take subrogation in each instance where payment may be made. In the judgment of the committee, all interested companies should abide by the opinion of the counsel, and resist any and all claims for explosion damage, and that the adjustment or settlement of all other claims that may be asserted against them should be under the direction of the committee."

And so the companies will not pay any losses caused by the explosion alone, or to anybody who stored merchandise in quantities in violation of the law, or on the Tarrant building or stock.

Fire Marshal Seery, however, as the result of his

investigations, finds no legal proof of unlawful storage of combustibles, and says, the only man who could shed light on the question perished in the explosion.

MUTUAL LIFE COMPANY'S NEW OFFICES.

The Mutual Life Assurance Co. of Canada which has been known for thirty years as the Ontario Mutual Life Assurance Company, has just taken possession of a building in which its head office business at Waterloo, will, in future, be conducted. The change from its old offices to the new ones is a sign of, and has been necessitated by an extensive growth in its life assurance business. The new building is a two-storied structure of buff brick, its architectural characteristics being substantiality, convenience, absence of meretricious ornaments; and the dignified general appearance suitable to a life assurance company. The offices are well lighted and well furnished, comfortable without being showy, and in every way are admirably adapted to the company's requirements.

The structure and its arrangements reflect much credit upon the architects, Messrs. Stewart, of Hamilton. The past year is announced to have been the banner year in the company's history. We congratulate Mr. Geo. Wegenart, the manager and actuary and his colleagues, upon the increased comfort and facilities they will enjoy in their new quarters.

Notes and Items.

At Home and Abroad.

THE CHICAGO FIRE DEPARTMENT reports a loss last year of \$2,100,000, against \$4,534,000 in 1889. Chicago, therefore, has no share of responsibility for the excessive losses of 1900.

LIFE AGENT FINED FOR REBATING.—On the 4th inst., Arthur L. Carpenter, the agent of the Northwestern Mutual Life, who was recently arrested on a charge of rebating, pleaded guilty in the Superior Court, Boston, and was fined \$250.

THE WEST RIDING BANKING Co., England, has been condemned to pay \$15,000 damages to a firm to whom it gave an erroneous opinion as to another firm's responsibility, the mistake having caused a loss. We doubt if this would stand in a higher court.

IGNATIUS DONNELLY, who acquired notoriety by his ingenious efforts to prove that Lord Bacon wrote Shakespeare's plays, and concealed the fact from his contemporaries, yet left it open for discovery by inserting his name and claims in disjointed places, died this week. Swinburne, by using precisely the same methods as those by which Donnelly proved Bacon to be the author of Shakespeare's dramas, proved conclusively, that Sir Walter Scott wrote Dickens' "Oliver Twist," and that one of Thackeray's novels was written by Milton! Never was ingenuity more foolishly exercised than Donnelly's.