

## INSURANCE.

One result of the Yankee boom in the Stock Exchange has been a most conspicuous increase in the values of insurance office investments. Many of the holdings are in American railroad securities, and the appreciation since the presidential election has been such that it will tend to wipe out an adverse balance from trading losses in many cases.

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A. D. Cheyne, of the Sun Life office, has become secretary of the Mincing Lane branch of the Alliance Assurance Company. Cheyne has spent five years with that famous office for training up insurance men for high positions, the North British & Mercantile. He has had eighteen years of insurance work. The Mincing Lane branch is in the wholesale tea trading district, and there will probably now be a boom in Alliance Life policies amongst the tea-tasters there.

Col. H. M. Hozier, C.B., the secretary of Lloyds, lectured last night before the new commercial evening school, organized by the London School Board, on "The Machinery of Lloyds." Needless to say, the address was a pattern of lucidity and of the very greatest interest. Hozier knows whereof he speaks.

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Insurance guides, directories, hand-books, blotting-pads, diaries, almanacs, are now upon us in all profusion, and amongst such a mass of good things it would be invidious to mention any. Suffice it to say, that the business man can very well supply himself with all the desk requisites he wants for 1901 without spending a farthing. The offices are determined that slump or no slump, their business next year is not going to fall off if importunity can prevent it.

## RECENT LEGAL DECISIONS.

## ATTACHMENT OF FIRE INSURANCE MONEYS.—

One Collins was the owner of property in Manitoba, which had been destroyed by fire, and which had been insured in three companies. Before the time for payment of the insurance moneys had arrived, the Lake of the Woods Milling Company, creditors of Collins, sought to attach the moneys claimed to be due from the fire insurance companies upon the policies in question. As the debtor had made an assignment of the insurance moneys, the contention of the Milling Company that they should be paid first, was disputed, and the matter came before a Manitoba court of three judges, who laid down the law as follows:—

The claim of an assured, under a policy of insurance against loss by fire, which provides that the loss shall not be payable until thirty days after the completion of the proofs of loss usually required, can not be attached by garnishing order before such completion, although the property insured has been burnt.

The only kind of liability which may be attached is a purely pecuniary one, and must be absolute, and not dependant upon a condition which may or may not be fulfilled; and, therefore, when a policy of fire insurance contains a condition giving an option to the company to replace the destroyed property, instead of paying the insurance money, if they should so decide within a certain time, a garnishing order will be of no avail, if served before the expiration of that time as an attachment of the insurance moneys,

since it would not then be certain that any pecuniary liability would ever arise under the policy, following a decision of the Ontario Court of Appeal in 1891. *Lake of the Woods Milling Company v. Collins*, 13 Manitoba Reports 154.

MARINE INSURANCE.—A ship, the "Ecclefechan," with her cargo of jute and chartered freight, was insured on a voyage from Chittogong to Dundee, Scotland; the freight with the North China Insurance Company, and the cargo with the London Assurance Corporation. During the voyage the ship went ashore on the coast of Scotland, about fifty miles from Dundee, and notice of abandonment was given to the underwriters. The underwriters on ship and cargo paid a total loss, but the underwriters on freight did not accept the notice of abandonment. By arrangement with all the underwriters the Salvage Association entered into a contract with a salvage company to conduct salvage operations, under which the salvors were to receive nothing if they saved nothing; but if they did rescue any of the cargo, they were to be paid a large percentage on the amount of the cargo brought ashore. The operations continued for a long time, and, as a result, property to the value of £22,000 was salvaged and carried to Dundee. Neither the owners of the ship nor the owners of the cargo took any part in the salvage operations. Difficulties then arose owing to disputes between the underwriters, as to their respective rights. The underwriters on freight calculated that about £4000 of freight had been earned, or could have been earned under the contract of affreightment, and they contended that such amount ought to be deducted from the amount of the chartered freight insured, thus reducing it to a particular average loss. Alternatively they said that if there had been a total loss of the chartered freight, they were entitled to recourse this sum of £4000 from the underwriters on cargo, for whose benefit the cargo had been carried to Dundee. An action was brought by the owners of the ship to recover a total loss on the chartered freight from the North China Insurance Company, the latter alleging that the loss was not total, but a particular average loss, claimed payment in respect of freight from the London Assurance. It was held that there had been a total loss of the chartered freight, and that the underwriters on freight were not entitled to recover from the underwriters on cargo, freight in respect of the cargo brought to the port of destination, the cargo salvaged not having been carried on under the original contract of affreightment. *Guthrie v. The North China Insurance Company—Guthrie and the North China Insurance Company v. London Assurance Corporation*, 17 Times Law Reports 79.

## STOCK EXCHANGE NOTES.

Wednesday, p.m., December 26, 1900.

After a rest of three days the market opened strong and displayed keen interest in C.P.R. The trading in this stock occupied most of the attention during the morning. The London quotation advanced on Monday last to 92  $\frac{3}{8}$ , and the more favorable traffic returns of the past week have tended to bring out a more active demand for this security. The Stock Market week consisted of only four days, but the