

Notes and Items.

At Home and Abroad.

OTTAWA CLEARING HOUSE.—Total for week ending 24th April, 1902, clearings, \$1,583,487; balances, \$356,524.

OUR ANALYSIS of the report for 1901 of the Superintendent of Insurance is copied verbatim by a Philadelphia paper without a word of acknowledgment.

THE SPANISH WAR, including the Cuban and Philippine campaigns have cost the United States \$660,000,000.

OF THE TOTAL CORRESPONDENCE carried on throughout the world by medium of Post Offices, it is stated that 67 per cent. is in the English language, though only 25 per cent. of those speaking the chief languages in use, speak English.

IT IS with great pleasure we record that the Mayor of Sydney, who is on a visit to Canada, denies most emphatically that the men charged with grave crimes in South Africa are Australians, or form part of the contingent from Australasia.

AT THE MEETING OF THE TARIFF COMMITTEE of the Boston Board on Friday of last week, reports the New York "Bulletin" it was voted not to include leases in the requirement for 80 per cent. co-insurance and to make up charge for no co-insurance on fire-proof buildings three times the rate with the 80 per cent. clause, but before the exposure charge is added.

THE WIDE EXTENSION OF BRITISH FIRE INSURANCE is illustrated by a report in "The Insurance Monitor" on the business at Guayaquil, Ecuador, South America. In that city the following companies are transacting business:

	Am't insured. 1900.	Premiums. 1900.
	\$	\$
London & Lancashire.....	1,528,290	80,503
Royal	845,860	47,701
Liverpool and Lond. and Globe...	715,870	34,550
Manchester.....	575,770	34,086
Phoenix	514,375	29,351
Commercial Union	498,870	26,630
N. Brit. & Mercantile.....	457,800	21,298
Lancashire.....	41,250	2,600

The currency in above city is gold, ten sucres being about equal to \$5. In October, 1896, a fire at Guayaquil inflicted damage to extent of \$21,600,000.

THE ANVIL, a fraternal society at Savannah, has collapsed. It has paid out, or had claims for, more than it ever received for premiums. Its office expenses were trifling. Fun is being poked at the Anvil

owing to the contrast between its fate and its promises. A passage in one of its booklets reads: "It protects all through life and comes like the angel of mercy after death has taken you away; and then how reasonable the premium and how easily it can be paid." The "reasonable premium" has taken the wings away from the "angel of mercy" so that it is now unable to fly.

WAR, when conducted within the lines recognized by all civilized powers, is a terrible business, but, as conducted by Boers, it provokes and justifies actions which otherwise would be most reprehensible. Stripping and robbing the wounded and dead, slaughtering those who are drawn by a white flag within shooting distance, remove those who are guilty of such atrocities wholly outside the pale of humanity. The Boers have done such deeds of cruel beastiality innumerable times, hence the savage character of the reprisals made in revenge, which, though contrary to the laws of civilized warfare, are the natural, the inevitable result of Boer provocations.

ACCIDENT INSURANCE IN COURT.—If the facts are undisputed, whether notice of a loss or an accident insured against was given within a reasonable time becomes a question of law for the court. *Employers' Liability Assurance Corporation, Limited, vs. Light, Heat & Power Co.*, 63 N. E. Rep. (Ind. App.) 54.

The liability of the company for medical services could in no case extend to and include living expenses of the injured employee during his sickness. *Employers' Liability Assurance Corporation Limited, vs. Light Heat & Power Co.*, 63 N. E. Rep. (Ind. App.) 54.

Where an employer's liability insurance policy provided that notice of an accident should be "immediately" given by the employer to the insurer and that, if the accident was sufficiently serious to necessitate "immediate" medical assistance such assistance might be rendered at the cost of the insurer, the insurer was liable for medical attention rendered within a reasonable time after the accident; such time in no event extending beyond the period within which the notice of the accident was or should have been forwarded, and such further interval as might be necessary to enable the insurer to act in the matter. *Employers Liability Assurance Corporation, Limited vs. Light, Heat & Power Co.*, 63 N. E. Rep. (Ind. App.) 54.

A complaint in an action on an employer's liability policy which avers that plaintiff duly complied with all its provisions by him to be complied with and observed as conditions precedent to defendant's liability, "except in so far as such compliance and observance were waived or rendered unnecessary by the position and action of this defendant," is bad because not alleging performance nor showing the facts and circumstances constituting the waiver. *Todd vs. Union Casualty & Surety Co.*, 74 N. Y. Supp., 1062.

The above appeared in "The Insurance Press."