

in Pure Premium Policy-Values, by G. J. Lidstone, F.I.A., and a third by I. R. Hart, F.I.A., discusses, "Mortgages of Expectancies under Wills."

REPORT OF SUPERINTENDENT OF INSURANCE ON THE UNITED STATES LIFE INSURANCE Co.—The Superintendent says, "Since the examination the management has made such changes and economies both in its methods of obtaining business and in its home office, that the department is satisfied that the company is now in an absolutely sound business condition."

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PENN. MUTUAL LIFE INSURANCE Co.—Report of Examination by the Insurance Departments of Pennsylvania, Massachusetts and Wisconsin. The comments made on this company by 3 commissioners are complimentary to the offices and trustees, and decline the company to be in a satisfactory condition.

QUERIES' COLUMN.

In order to furnish our readers with information we propose to devote this column to replies to correspondents. Letters should be addressed to "THE CHRONICLE, Enquiry Department, Montreal."

Answers will only be given to such communications as bear the writer's name, not for publication, but as evidence of good faith, and only to questions referring to matters of general interest in regard to which the Editor of Queries' Column will exercise his own discretion.

1493.—G. H. L. H., Vancouver.—While it is, of course, impossible to foresee the immediate price movement of Toronto Railway Company stock, it seems cheap enough at its present level of 107 p.c. At this price it returns 4.67 p.c. Its earnings are large and its dividend seems well safeguarded. Municipal interference, no doubt, accounts for its present inactive position. In any general improvement in the market, it should advance in price.

1494.—A. O. S., Ottawa.—Peoples' Heat & Light Company Bonds were exchanged, under agreement of sale, in 1902 for Halifax Tramway Company stock at the rate of 33c in the dollar of stock. There was a later payment in cash of \$2.50 per \$1,000 bond.

Notes and Items.

AT HOME AND ABROAD.

MONTREAL CLEARING HOUSE.—Total for week ending October 25, 1905—Clearings, \$21,451,298; corresponding week 1904, \$22,683,248; 1903, \$21,972,173.

OTTAWA CLEARING HOUSE.—Total for week ending October 19, 1905—Clearings \$2,676,454; corresponding week last year, \$2,407,014.

A FAILURE OF WIRE GLASS IS REPORTED FROM CLEVELAND, where the Inspection Bureau is making a careful examination of the conditions. The plant of the Empire Plow

Company is divided into five sections, with fire doors and wire glass windows in the partitions set in hollow metal frames. Fire broke out in one section, and the glass buckled and dropped from the frames in a mass, allowing the fire to pass through. The windows were 24 in. by 36 in.—Exc.

TORONTO'S ASSESSMENT.—The total assessment of the city is \$169,000,000, approximately, or about \$20,000,000 in excess of the assessment made in 1904. The next highest assessment was in 1892 when the returns showed a total of \$151,068,450. The lowest during the last sixteen years was in 1900, the total then being \$124,992,959.

The total population as given by the assessors is 238,642 compared with 226,045 last year.—"The News."

INSURANCE SUBJECTS.—At the London School of Economics courses of lectures on the following subjects have commenced, "The law of accident insurance," "The law of fire insurance and art of drafting a policy."

THREE POINTS ON CANCELLATION OF POLICY.—The following letter was addressed to "Rough Notes," and the appended reply is by Mr. G. A. Deitch, an eminent member of the Indianapolis Bar:

I. When an agent issues a policy with the understanding that assured is to call at his office to receive the policy after first paying the premium, no specific time being set for the payment, the assured fails to do so within, say, a few weeks.

1. Can the agent, without notice to the assured, cancel the policy?

2. If not, is an ordinary letter stating that because of the non-payment of premium the policy has been cancelled sufficient?

3. If not, does the policy remain in force automatically for five days succeeding date of letter or.

4. Does the letter have no effect at all and the policy continue as a valid contract until formal notice is given specifying five days within which to pay, and registering same to obtain proof of delivery, as is usual when policy has been delivered to assured?

II. Premium being payable in advance, agent delivers policy to assured and accepts partial payment with the understanding that balance is to be paid within a specified time the assured fails to complete payment? Is the regular five days' notice sufficient to cancel without obligation on the part of agent to tender return of unearned part of the amount paid on account?

III. In the case of non-payment of additional premium of increase in hazard, is the regular five day's notice sufficient to cancel without obligation on the part of the agent to tender return of unearned part of the original premium?

In all of the cases the agent is presumed to have charged himself with the premium in his account with the company.

—H. I. C.

Answers: 1. 1 Yes. 2. No. 3. No. 4. No. The payment of the premium being made a condition precedent to the complete contract, the policy was never in force; and, therefore, there was no policy to cancel, and no notice to be given. However, as the insured would undoubtedly claim and testify, in case of suit, that he was to be given credit for the premium, the safe course would be to notify the insured that the risk had been cancelled for non-payment of premium. This would apply more especially where the policy had been written and the risk reported to the company.

II. No. Must offer to return unearned premium.

III. No. Must offer to return unearned premium. (See Lectures on Standard Policy "Cancellation.")