The Chronicle

Insurance & Finance.

R. WILSON-SMITH, Proprietor. ESTABLISHED JANUARY, 1881 PUBLISHED EVERY FRIDAY

VOL. XXIII. No. 13 MONTREAL, FRIDAY, MARCH 27, 1903. SINGLE COPY - - 10 ANNUAL SUBSCRIPTION - $2.00

Receipts Sent in Advance.

The decision in the Doherty case, which appeared to put all fire insurance in jeopardy until the premium was paid although the receipt therefor may have been delivered by the insuring company, wears a different aspect when more accurately stated. This is done by our legal contributor, to whose report on this case we invite attention, as it is a matter of the utmost importance both to fire insurance companies and to the owners of insured property.

Singular Accident Case.

Amongst the curious points of insurance law occasionally raised in the courts may be ranked the following recent one which is referred to in the "N.Y. Chronicle' The case was an arbitration between the executors of one John Mordolf and the Accident Insurance Company. The policy in question was against injury by external or accidental violence resulting in death within three months of its occurrence. There was one clause, however, which read: "if such injury shall be the direct and sole cause of death;" another, of great importance, provided that death to be a subject for compensation, must be "directly and solely caused by some outward and visible means of which proof satisfactory to the directors could be furnished.' It was also stipulated that the provisions of the policy would not apply to a death caused by or arising wholly or in part from disease or other intervening cause, even though said disease or other intervening cause may either directly or otherwise be brought on or result from an accident. The person who had taken out the policy of indemnity against accident, accidentally inflicted a wound with his thumbnail on his leg and thereby introduced septic germs which, through the stages of erysipelas, septicaemia and septic pneumonia, resulted in his death. The insurance company, in the first place, contended that the wound was not the sole and direct cause of death within the terms of the policy. This failed it. Then, upon another point—as to whether the case was within the exception of the policy as to death caused by or arising wholly or in part from disease or other intervening cause—the company was nonsuited. This was because of a definition in the policy of the word "disease," a definition which did not include any of the above mentioned troubles.

The C.P.R. and St. Lawrence Insurance Rates.

It is announced that Sir Thomas Shaughnessy has succeeded in securing insurance on the steamers recently purchased by the Canadian Pacific Railway Co, at a considerable reduction on the rates hitherto prevailing for vessels navigating the St. Lawrence. The excellent record of the C. P. R. steamers on the Pacific is said to have been the main reason for the marine underwriters making this concession. The two things do not seem to have such relation to each other as to have caused any such change in rates. The contention has been that, the St. Lawrence route *per se*, has conditions which render it so far unsafe as to call for high rates of insurance. The plea put forth in reply to this, that the casualties on the route did not arise from its natural conditions but from defective seamanship were ignored, though supported by conclusive evidence, yet we are now told that, owing to the excellent management of the C. P. R. steamers on the Pacific ocean their vessels on the St. Lawrence route have been insured for lower rates! If this is the case then the English marine underwriters have abandoned their plea for excessive rates that the St. Lawrence route was exceptionally risky. The discrimination against this port caused by high rates of marine insurance seems likely to be removed, probably owing to better information being acquired by the underwriters, and their confidence in the river route being in course of improvement.