Solicitors and Commissions.

"The Review," London, England, takes a very liberal view of solicitors acting as insurance agents. Our contemporary says: "Lord Russell, of Killowen, was a somewhat eccentric personage, and when he was on the bench, as well as when he was at the bar, he had a habit of being very much himself. What was the particular reason for his starting the idea of cutting down solicitors' commissions we do not know, but he overlooked the fact that solicitors are, in the first instance, agents for the insurance companies permanently, whilst they are only temporarily the agents of their clients. Of course, the question of agency comes in, but unless it can be shown that connected with it are corrupt or concealed practices, we have always failed to see why Lord Russell could consider there was anything wrong in the procedure, and we cannot at all understand why Sir Robert Finlay has taken the matter up again. We may remark that it was not owing to his idea as to solicitors' commissions that Lord Russell of Killowen was made Lord Chief Justice of England. Those who will suffer by pressing this point too far will be the clients. The solicitors may not get so much money, but the clients will lose a very great deal indeed. Why should solicitors work for nothing any more than the members of any other profession? We have always steadily maintained that it is better to be insured in any office, as long as it is good for the face value of the policy, than not to be insured at all. Many solicitors' clients will be left uninsured if this idea of insurance commissions being corrupt in the case of solicitors is carried out. And to regulate commissions seems to us to be a dream.

Subrogation in Accident Insurance.

The question was raised, reports "The Insurance Monitor," for the first time, in a recent Texas case, whether an accident insurer is not entitled to subrogation. The holder of an accident policy was injured on a railroad, and payment was refused because the insured had released the railroad from damage claims, and thereby deprived it of the right of subrogation. The court failed to find any case directly in point, but decided that accident insurance partook of the nature of life insurance, in which subrogation is denied. An English decision was also referred to, in which reduction for damages claimed against a railroad on the ground of accident insurance was denied.

There is little doubt that similar rulings would be made in other States. One reason why the question has not heretofore been raised is the settled conviction among lawyers that no such right would be recognized. Still the point is well worth raising until at least the law has been established. Accident insurance is uniformly classed with life, as distinguished from insurances on property. But the analogy is by no means so close as is generally supposed. The idea of indemnity is fundamental in all classes of casualty insurance. Pecuniary damage to the person is the underlying idea in the policy against accidents. The indemnity is graded according to the nature of the injury and the time lost from gainful occupations. In theory, no pecuniary compensation can offset a loss of life. But accidents could easily be made a means of speculation if the principle of indemnity were removed.

The doctrine of subrogation rests on indemnity. It is by no means peculiar to insurance, but is an old common-law doctrine which applies to every creditor who has paid the obligation of another for his own interest or protection. In so far as the payment of an accident policy is of the mere nature of an indemnity to the insured it falls within this common-law rule as fully as does the fire policy. No contract stipulation in the latter case is needed to subrogate the insurer. His right is under the common law, and it is by no means certain that with a case properly presented and a contract form distinctly expressing the idea of indemnity, the courts might not be disposed to extend the right.

The barrier now in the way is the apparently indirect relation of the insurer to the wrongdoer, and the voluntary character of the undertaking. An explicit promise to indemnify would seem to remove this obstacle.

How Much to Insure for.

A large number of persons do not insure their life because of indecision as to the amount they should carry. Young men postpone insuring for several reasons. They feel under no moral obligation to provide to any extent for those who survive them. They regard life assurance as quite needless to a bachelor, and as an expense which adds to the cost of matrimony. Were the matter put before such postponers, to coin a word, with skill, they would learn that it would pay them to commence early with life assurance as the rates advance with increasing years. It might also be impressed upon them that a good habit cannot be formed too early, nor a bad one corrected too promptly before it becomes too masterful to be subdued. As to what amount a man ought to insure his life for "The Observer" gives this rule: "Let a man find his annual earnings over and above personal expenses, and then ascertain the present value of such a sum received annually for the average number of years which men at his age have yet to live. For example, men aged thirty-four have an average of about thirty years yet to live, and the present value of $1 per annum for thirty years at 5 per cent. interest is $15.372; consequently such a life should be insured for about $15,000." This rule is not perfect by any means, but it will serve to indicate the lines to be followed in working out the problem as to the amount of life assurance to be taken.