

THE CHRONICLE ON THE EVE OF ITS TWENTY-FOURTH YEAR.

On New Year's Day, 1904, THE CHRONICLE will enter upon the twenty-fourth year of its history. We have pleasure in taking this seasonable opportunity for expressing to all our friends, near and far, our grateful appreciation of their constant support, patronage, and good will shown uninterruptedly over the whole of THE CHRONICLE'S career. A very large number of our subscribers and supporters have been with us from the first. When initiated, it was a monthly bulletin of insurance and finance items, then it was published fortnightly, and later on THE CHRONICLE was issued every week, as at present. With the increase of size and frequency of publication, there has been, to some extent, an extension of the sphere of its influence. From the first number THE CHRONICLE has ever continued to give countenance only to projects and to enterprises based on sound principles, acturally as regards insurance and financially prudent in affairs of general business. Our reports on Stock Exchange transactions and movements have been as accurate as possible, and unbiassed by any interests save those of the general welfare of investors. When matters having a bearing upon the public questions of the day have been discussed, there has been entire freedom from partisanship, except in this feature, that THE CHRONICLE has ever stood firm in supporting the policy of developing the unity of the British Empire. Our best wishes go forth to all within the world-wide circle of THE CHRONICLE, that the coming year may bring happiness and prosperity.

IS AN ACCIDENT POLICY ALSO A LIFE POLICY?

Whether an Accident Insurance policy is, in effect, the same, in its legal conditions, as a life policy, was decided recently in the Court of Review, of this city. The judges presiding were: Acting Chief-Justice Sir M. M. Tait, and Justices Taschereau, Loranger and Mathieu. As their judgment affects thousands of policies, the report of it is given in the words of the Acting Chief-Justice, with a few excisions of matter not directly relevant to the insurance issue.

The case was,

The Montreal Coal and Towing Co. vs. The Metropolitan Life Insurance Co.

Sir M. M. Tait said this action was brought to recover \$8,500 on a policy of insurance dated 6th August, 1902, on the life of G. E. Muir, and the grounds of defence to the action were in effect: (1) That Muir omitted to inform the company that he carried on his life insurance for \$10,000 in the Travellers' Life & Accident Co., and \$10,000 in the Ocean Accident & Guarantee Corporation.

The case was tried before a jury, and after their verdict had been given the plaintiff moved for judgment in its favour in accordance with the verdict.

The learned judge reserved judgment "on the verdict and upon such issues that might be legally raised for the decision of the Court of Review."

The plaintiff renewed his motion before this court and the defendant moved that judgment be rendered dismissing plaintiff's action with costs.

In his application to the defendant company for insurance, the late Mr. Muir was asked: "State amount of insurance you now carry on your life, with name of company or association, by whom granted and year of issue." His reply was:

"Canada Life, \$1,000, paid up; Manufacturers' Life, \$5,000, 1901; Standard Life, \$5,000, 1901-1902; Imperial Life, \$3,000, 1902; New York Life, \$5,000, 1902; British Empire Mutual Life, \$8,500, 1902."

At the time Mr. Muir gave this answer he was carrying two accident policies for \$10,000 each. The jury were asked the following questions:—"Did the said late G. E. Muir omit to state that amongst the insurances he carried on his life was a policy for \$10,000 in the Travellers' Life and Accident Insurance Co., and a policy for \$10,000 in the Ocean Accident and Guarantee Corporation." They replied, "Yes, they being accident policies." By the term of the policy now sued on, the answers and statements contained in the written and printed application for it are made warranties and part of the contract. In the application it is stipulated that any false, incorrect or untrue answer, any suppression or concealment of facts in any of the answers . . . shall render the policy null and void and forfeit all payments made thereon.

We have now to decide whether the policy now sued upon is void by reason of Muir not having stated the existence of these accident policies in answer to the question so put to him.

I am of opinion that this policy should not be voided. I think that he understood, and that anyone would understand, that he was asked by the question what life policies he was carrying. The insurance business is, as is well known, divided into different classes or branches. There are marine, fire, life, accident and guarantee insurance policies, and although there may be features common to some of them, each has its own distinct ones differing from the others. A marine insurance policy may insure against fire as a peril of the sea, but it would not for that reason be called a fire policy, nor do I think that an accident policy should be understood to mean a life policy simply because there is an undertaking in it to indemnify the insured in case of death by accident only. It undertakes at the same time, differing therein from a life policy, to indemnify him for certain accidental bodily injuries according to a certain scale, the consideration payable by insured, not even in case of death, being contingent as in a life policy upon his age or condition of health. I believe there is a distinction in the mind of every business man between a life policy and an accident policy, in