IN THE COURSE OF EMPLOYMENT: A MONTREAL DECISION.

Mr. Justice Weir, sitting in the Montreal courts, has given a decision under the Quebec Workmen's Compensation Act regarding the claim by the wife of a Grand Trunk fireman named Rae who was killed in the Point St. Charles yards while away from his engine. The defence set up was that as the deceased left his engine without the leave of the engineer, his superior officer, the accident did not happen by reason of, or in the course of, his work for the company defendant, and that he was guilty of inexcusable fault and, therefore, not entitled to damages under the Workmen's Compensation Act.

The purpose for which deceased left his engine was to get some drinking water, of which there was none at the time on the locomotive. "On previous occasions," said Justice Weir, "he had been in the habit of going to a shanty for this water, and no complaint had ever been made of the custom of thus getting off the engine without leave.

WHEN "WORK" BEGINS AND ENDS.

"As to the point that Rae was not killed while in the course of his work, I would point out that the 'work' of a workman begins as soon as he is at the disposal of the employer and ends when the workman has left the place of work and regains his complete liberty of action. On the occasion in question, Rae was still at the disposal of the company defendant, and in the place where was being carried on the extensive and intricate operations connected with the making up and movement of freight trains in which he was associated as a fireman. The fact that while waiting for the moment, when certain of these operations were to be completed and his own task as fireman should recommence, he left his own particular post of labor and was killed through the operation of some of the connected work of defendant's business as a railway company, is not a basis for the assertion that he had abandoned the place of work and that his widow was thereby deprived of the protection accorded by the Workmen's Compensation Act for the fatal action in question. It is in conformity with the nature of things that workmen may, during their work, temporarily suspend their labors and even quit their post to go to other parts of the place of work. An accident befalls a man 'in the course of' his employment if it occurs while he is doing what a man so employed may reasonably do within a time during which he is employed, and at a place where he may reasonably be during that time."

INSURED BEARING FIRST PERCENTAGE OF LOSS.

The United States Insurance Commissioners, at their recent St. Louis convention, had brought before them the idea that the insured bear the first percentage of loss. One advocate of this idea suggested that the insured should bear the first one per cent. of a loss; another wanted the insured's responsibility put as high as the first five per cent. In the event of the insured not liking this provision in the standard policy, it was proposed that the company should be able to eliminate it and assess a higher rate. It was argued on behalf of this proposal that it would have a tendency to make insured more careful and thus keep down the fire loss. The commissioners were not persuaded into taking any present action.

LAW UNION & ROCK INSURANCE COMPANY.

The Law Union and Rock Insurance Company announces that it has received a new Dominion license to transact burglary and plate glass insurance in Canada, in addition to fire, accident, liability and sickness insurance for which it was previously licensed. The Law Union & Rock is held in high esteem throughout Canada, and the reputation it has long enjoyed in the Dominion should effectively aid in the speedy development of the new branches of its business.

THE BREWERY AND THE LIFE COMPANY.

In a recent address at Regina on the subject of unjust life insurance taxation, Mr. C. C. Ferguson, general manager of the Great-West Life, drew attention to the fact that whereas the largest brewery in Winnipeg paid to the provincial government in taxes only $510, the Great West Life paid $13,000. The contrast serves to bring out the ridiculously unfair character of provincial taxation upon the life companies in comparison with other branches of industry.

ANOTHER GOOD PROSPECT GONE WRONG!

Men who change their beneficiaries from "estate" to "wife," or from any other relative to wife, are very good prospects for more insurance as a rule. Such a case recently came to the attention of the Prospect Bureau, but not knowing the assured's correct address (a letter addressed to him having been returned to us by the postal authorities) we inquired of Mr. Ardern if he could furnish this. Mr. Ardern replied as follows:—Mr. Blank is at present in the penitentiary at Lethbridge."—*Imperial Life Agents' News.*