

THE CALEDONIAN INSURANCE COMPANY having leased their offices in the ground floor of the British Empire building, Notre Dame St., to the British Canadian Wheat Raising Co., is now occupying temporary quarters on the upper floor of the same building.

POLICY — CHANGE IN INTEREST — VACANCY — INCUMBRANCE.—A provision in a fire insurance policy that the transfer, incumbering or vacating of the property, or any change in the relations of the parties, without written notice to the company, would invalidate the policy, is valid.—From "Legal Notes in Rough Notes."

RECEIVERS APPOINTED FOR COMPANIES IN 1902.—Last year receivers were appointed for the following companies:—Insurance Co. of State of Pennsylvania; Kearsage Fire, Concord; Lincoln Ins. and Bank Co., Hammond, Ind.; Western F. M. and P. G., Chicago; Bergen County Farmers'; Continental Fire Ass., Fort Worth, Texas; Midland Mutual Fire, Kansas; Minnesota Farm Mutual, Texas Home Mutual, Underwriters Fire Ass., Dallas, Texas.

RE-INSURANCES, 1902.—Citizens, New York, re-insured in Phenix, Brooklyn; Eagle, New York, re-insured in North British and Mercantile; Erie, Buffalo, re-insured in Aetna, Hartford; Equitable, Snow Hill, Md., in Delaware, Dover; Franklin, Columbus, in New York Underwriters' Agency; Franklin, Evansville, Ind.; in American, Newark; First National, South McAlester, in Druggists' National; Indiana, in Granite State; German, Indianapolis; American, Newark. The Imperial re-insured its Pacific Coast business with the London Assurance.

MESSRS. FETHERSTONHAUGH & Co., patent solicitors, Canada Life building, furnish us with the following list of patents granted to Canadians in the following countries. Any further information may be readily obtained from them direct:—*Canadian Patents.*—J. Walker, sash weights; I. E. Weatherbee, boiler stoves; H. S. Worthington, car couplers; N. Colin, cattle guards. *American Patents.*—Peter H. Cowper, hydraulic valve; I. P. Doolittle, cover fastening for fruit jars or similar vessels; H. D. Ellis, dust-guards for carriage axles; C. A. House and J. J. Keewatin, grain door; A. Landry, stove; C. C. Longard, wrench; E. A. Marshall, jar cover seal; L. L. Merrifield, producing gas from peat; C. Warren, sub-bass for self-playing organs. C. Warren, motor for self-playing organs.

CONTRACT—SPOILIATION OF POLICY—BURDEN OF PROOF: Where, in an action on a fire insurance policy, it appeared that a clause attached to the policy when delivered had been removed, the burden was on plaintiff to disprove or explain the spoliation.

Where, in an action on a fire insurance policy, the court submitted an instruction detailing the facts necessary for plaintiff to show in order to recover, and directing that he could recover if such facts were shown, the omission of the issue of a spoliation of the policy by plaintiff was not prejudicial error, in view of another instruction submitting that issue, and stating that plaintiff could not recover unless he proved there was no spoliation while the policy was in his hands.

(Judgment for plaintiff below. Here affirmed against company).

Burton v. American Guaranty Fund Mut. Fire Ins. Co. (Mo. C. A.):

70 Southwestern Reporter (November 26, 1902), 172.

APPLICATIONS TO PARLIAMENT.—The last "Official Gazette" contains notices of the following applications to Parliament next session. The Dominion Burglary Guarantee Co. will ask to change its title to "The Dominion Guarantee Co.," with power to guarantee titles to real estate. The City and County Bank will seek an Act of Incorporation. The Canada Permanent will ask power to lend on bonds and stocks. The Mutual Fire Insurance Co., of Montreal, will ask for authority to change its name to "Montreal Fire Insurance Co." The Northwest Bank of Canada will apply for Act of Incorporation. Another bank is spoken of to be organized in Winnipeg.

SPECIAL HAZARDS, as commonly written by the generality of companies, are, says "The New York Chronicle," the bane of fire insurance. They seem attractive to inexperienced underwriters, the premiums, of course, being large (which tend to swell the receipts), no thought being taken of the fact that the hazard is great and the chances against the company, unless the risk has been thoroughly and critically examined by an expert. Few things are more deceptive than a manufacturing establishment, purporting to have "all the modern appliances for extinguishing fires," and yet, among the number of losses in this class during recent years, many of them were supplied with these very "appliances," regardless of cost, but which when the time of trial came, availed nothing.

THE MAN who takes out a policy of fire insurance: is not only a purchaser of supposed indemnity, but, he at the same time lends his money, "in the case of cheap insurance," to the company or concern that "promises" the largest return for his investment—the premium. But, in too many instances, in his unbusiness-like anxiety to "get something for nothing," he entirely overlooks the worth of the security he obtains for his advances, and not infrequently suffers the consequence of his endorsement of some one or other of the horde of wild-cats, Lloyds or individual underwriters, not only in the amount of premium he has paid, but also in his inability to realize upon his contingent "bills receivable," when a loss occurs. The man who purchases such questionable indemnity is but investing in a lottery, with almost all the chances against him.

WHAT DOES THE SPECIAL AGENT EXPECT? In his address at the Louisville Convention, Mr. Marshall, Jun., said in reference to this question, "I once heard it said that an insurance company without a special agent was like the play of 'Hamlet' with no representation of the melancholy Dane—a spectacle fit for gods and men to laugh at—and a company, in my judgment, that attempted to do an agency business without field men would soon find itself in serious difficulties. In making an appointment, the special should first give a clear idea of the lines to be written and classes to be avoided, insisting that the agent follow these instructions closely, absolutely declining to commit the company to any proposition not in accord with such instructions, unless first receiving authority from the general office. Those of us who have traveled in the field realize what an immense relief it is to find an agent who still believes in the good, old-fashioned principle of keeping individual registers, each company's business then being separate and distinct. If the register is kept to date and a full and complete record made of all policies, cancellations, transfers and indorsements, it would enable the special agent to get through his work quicker and possibly spend more time with the agent in developing the company's interests along other channels."