

one of old, a little wine desirable for their stomach's sake, and often infirmities. One of the most persistent abstainers in Canada, for a long term of years through early manhood, middle age and much later, admits that a moderate use of a stimulant would have saved him years of suffering from indigestion and other physical forms of weakness.

There is an aspect of this question wholly apart from the actuarial. Human life is not regulated by statistics. The majority of men would not consider the chance of adding a couple of years to their life, which can never be a certainty, and which could only be enjoyed, or otherwise, at the end of a long life, not an adequate compensation for denying themselves through their whole life of manhood, of what is so generally regarded as a source of pleasurable exhilaration.

A REMARKABLE POISONING CASE IS POISONING AN ACCIDENT?

The Maryland Casualty Company has just won in a remarkable alleged "accident" case. The company states the case as follows:—

"A holder of one of our \$5,000 individual accident policies while dining with his wife at a hotel, ate several raw oysters, which he had ordered, before he discovered that they were spoiled. A few hours later he complained of cramps and pains in his stomach and bowels, which continued until death resulted three days later. His wife, the beneficiary under the policy, made claim for the full amount of the policy, which was refused. Suit was instituted, the main points in the allegation being that the deceased came to his death from the effects of said unsound and spoiled oysters "accidentally" and from the effects of said unsound and spoiled oysters lodging in his intestines "accidentally," and that one or both of said accidents was the approximate cause of his death.

We answered that this was a happening which came under that clause in our contract, 'this insurance does not cover injuries, fatal or otherwise, resulting from poison or anything accidentally or otherwise taken.' A verdict was rendered in favour of the plaintiff in the Circuit Court of Texas, and upon appeal to the Court of Civil Appeals the judgment of the lower court was sustained. In the opinion the court said: 'It is true the insured knowingly ate the oysters, but he did not know that he was eating unsound oysters. The effect was not the natural and probable consequence of eating sound oysters, and the effect produced by the eating of the unsound oysters could not have been reasonably anticipated or foreseen by him. It was unexpected, unforeseen and unusual, and, therefore, it cannot be said that he voluntarily ate the unsound oysters. This being true, his death was caused by accidental means, as that term is used in the policy.'"

The final judgment of the Supreme Court, reads: "In the view we take of the case it is unnecessary to discuss the question as stated in another court, for, granting that it comes within the terms of the policy as being external, violent and accidental, yet it is just the character of accident which is specifically excepted from the obligation by this language: 'This insurance does not cover injuries, fatal or otherwise, resulting from poison or anything accidentally or otherwise taken, administered, absorbed or inhaled.' The opinion then repeats itself to this extent: 'It is true that the policy should be construed in that manner which is most favourable to the assured * * * but the courts cannot undertake to make a new contract in disregard of the plain language used by the parties, and the plain meaning of this language is that the company excepts from its liability all injuries which may arise from whatever thing of any kind or character, poisonous or not, that the deceased might voluntarily and consciously take into his stomach, that is, to swallow as food or drink.'"

A number of authorities are cited supporting this decision.

The Maryland Casualty Co., comments on this singular case as follows:—

"Following the trend of the times, we, in common with other companies writing this line of insurance, have eliminated from some of our policies this clause, 'resulting from poison or anything accidentally or otherwise taken, absorbed or inhaled.' Nevertheless, we believe other companies will join us in granting the utmost respect to this discarded clause, for it saved us from paying a loss which was clearly and contemplated by the parties to the contract, and which would hardly seem to be a proper item of coverage in an accident policy."

AVERAGE AMOUNT OF EACH OF THE POLICIES IN FORCE.

From a table issued by the "Insurance Age," as below, it is evident that the average amount of such policy in force is on the down-grade. As the nets of the life companies are enlarged, and their operations extended, it is inevitable that the average size of the fish caught will be reduced. For every person who is in a position to maintain through life a policy for \$5,000 and upwards, there are dozens to whom one for \$1,000 is all they can pay for, and those to whom a policy for \$500 is the limit of their ability are still more numerous in comparison with persons in a better financial position. It is a healthy sign for life assurance to be so extending as to embrace those of moderate means. More especially is this the case when the enlarged assurance effected arises from young men taking out a life policy in the early days of manhood, when then their income is small. Such prudential forethought deserves every en-