LIFE INSURANCE, FORFEITURE FOR NON-PAYMENT OF PREMIUMS.—In an action on a life insurance policy for $5,000, by the widow of the assured, the company set up forfeiture for non-payment of a premium. In affirming a judgment for the widow, a Circuit Court of Appeals in Indiana thus lays down the law: Without a clause providing for a forfeiture, the policy is not forefeited for non-payment of the premium, any more than a land contract is forfeited by non-payment of principal and interest. Forfeitures are odious in the eyes of the law, and the reason why they are odious and are said to be abhorred is that they are not equitable. Nevertheless, if a policy of insurance provides in express terms for a forfeiture for non-payment of a premium when due, the law will enforce it. But before the court will declare a forfeiture, conditions of the policy upon which the forfeiture is founded must be strictly complied with. Such a provision is inserted for the benefit of the company, and being in the company's language it cannot complain if the court place a strict forfeiture upon it, to save a forfeiture if possible. (Nederland Life Insurance Company v. Minert, 127 Federal Reporter 651).

MARINE INSURANCE.—A steam dredge sank in the Cedar Creek, seventeen miles from New Haven Harbour. It was insured against the usual marine perils, and the policy provided that the risk was confined to the use and navigation of the waters of New Haven Harbour and adjacent inland waters, and that any deviation beyond the limits named should void the policy. A Superior Court in New York State decides, that the use at the point mentioned was a deviation which avoided the contract. (Kirk v. Home Insurance Company, 86 N. Y. Supplement 980).

LIFE INSURANCE, ASSIGNMENT OF POLICY.—The Superior Court in New York State decides that the assignment of a life insurance policy does not require to be in writing. (Barnett v. Prudential Insurance Company of America, 120 N. Y. St. Reporter 842).

MUNICIPAL FINANCING.—In answer to the question, are city officials liable for indebtedness contracted in excess of the constitutional limitations? the Superior Court of Iowa stated, that this question had never before been presented to them, and that they could find no cases holding that the mayor and the members of the council of a city may be held personally liable in damages, because municipal indebtedness in excess of the constitutional limit had been contracted or permitted. Courts should interfere to prevent the violation of the constitution in this respect; but the Iowa court was not prepared to adopt the suggestion, that an action for damages might be resorted to, stating that it had always been the law, that a public officer who acts either in a judicial or legislative capacity cannot be held to respond in damages on account of any act done by him in his official capacity. (Lough v. City of Estherville, 98 N. W. Reporter 308).

LIFE INSURANCE, MONEYS RECEIVED UNDER PROTEST.—An insurance company being satisfied that the assured had committed suicide, took advantage of one of the company's by-laws and paid seventy-five per cent., or $750 on a policy of $1,000. Th beneficiary received the amount under protest, and then sued and recovered a judgment for the balance. On an appeal to the Supreme Court in New York State, this judgment was set aside and a new trial ordered. It was held that where a receipt is given for a payment made on a policy of insurance, and expressly states that the amount is received under protest, this will not support a plea of accord and satisfaction, that is that the beneficiary has taken the money in satisfaction of her right of action.

A by-law which provides, that in case a member commits suicide, the insurance society shall be liable for only seventy-five per cent. of the face of the policy, is binding on a member who becomes such before the enactment of the by-law, where the original contract and by-laws are silent on the subject. (Mitterwallner v. Supreme Lodge Knights and Ladies of the Golden Star, 120 N. Y. St. Reporter 786).

FIRE INSURANCE, DISCLOSURE OF TITLE.—It is reasonable for fire insurance companies to provide, that if the title of the assured is less than the entire, absolute, unconditional, unincumbered fee simple ownership, the company shall not be liable under the policy. A husband living with his wife in a house which is on her separate estate, has no insurable interest, and a statement by him that he is the sole and absolute owner, will avoid the policy, where the company or its agent has no knowledge to the contrary.

A company has a right to know the truth about ownership. It would be willing to insure the fee owner, because he would have a motive not to burn the property, but not willing to insure one not owning, for he might have a motive to burn it and get the money. If the assured states the nature of his interest, he must state it truly. If the nature of the interest is such that it would influence the underwriter to charge a higher premium, or not to insure at all, it must be disclosed for it is material to the risk. In cases where the misrepresentation is positive, and of a fact actually material, it is not necessary to prove that the representation was fraudulently made. The materiality of the misrepresentation and its falsity does away with the necessity of showing actual fraud. (Tyree v. Virginia Fire and Marine Insurance Company, 46 Southeastern Reporter 706).