

scale. Now, what has Mr. Commissioner Host got to say about these two companies of which he was a shining star and distinguished ornament? What is the experience gained in connection with these two concerns which justifies him in talking about the thirty-five life offices doing business in the State of Wisconsin?

"The report of the latter Order, the I. O. F., for 1902, shows an expenditure rate of 24.51 per cent. for the premiums paid. Yet a building has been erected at a cost of £111,000, on which the return in the shape of rents was only 1 1-4 per cent. The Independent Order of Foresters had better wake up. The fraternal and assessment associations have gone into the abyss by the hundred during the last twenty years, whilst not a single level premium American or British life office has come to grief in the same period of time."

The Maryland Casualty Wins.

The case of Rooney vs. Maryland Casualty Co., throws light on What is immediate notice of an accident under a liability policy?

A Mr. Rooney held an Employers' Liability policy, issued by the Maryland Casualty Co., which stipulated that "the insured upon the occurrence of an accident shall give immediate notice thereof in writing, with full particulars to the home office of the company at Baltimore, Md., or to its authorized agents. He shall give like notice, with full particulars, of any claim which may be made on account of such accident."

Judge Barker, in deciding the case, said: "The accident, on account of which the suit is brought, happened on Nov. 5, and the plaintiff knew of it on Dec. 6, but the first written notice of it which he sent to any person was his letter of Nov. 28. The only act which he did tending to give notice before that date was to go to the office of Houston, the person from whom he had received the policy, and to whom he had paid the premium, and to tell him that there had been an accident upon the work and to notify a physician. We think that there was no evidence admitted or offered which, in view of this state of facts, would have justified a finding that the plaintiff had complied with the stipulation that upon the occurrence of an accident he should give immediate notice thereof in writing. His omission to give any written notice whatever for more than three weeks after he had information of the accident distinguishes the case from that of Mandell vs. Fidelity and Casualty Company, 170 Mass., 173, 49 N. E., 110, 64 Am. St. Rep., 291, where the insured gave notice four days after receiving information of the accident, and eighteen days after it had occurred."

The insured, P. H. Rooney, contended also that the Maryland Casualty Co. had waived its right to refuse to assume this accident under the facts as set forth in Judge Barker's opinion, viz.: "The substantial circumstances bearing upon the question of waiver, as shown in the evidence and offer of proof, are that,

after a complete failure to give immediate notice in writing, the plaintiff, on the twenty-third day after the accident, and the twenty-second day after he had knowledge of it, sent a written notice of it to the Boston attorneys, of the defendant. The latter received this notice on Dec. 11, and on the next day instructed them to disclaim liability, which was done on Dec. 15 or 16. In the meantime, between Nov. 29 and Dec. 7, the attorneys had been investigating the circumstances of the accident, and unsuccessfully endeavouring to settle for a small sum with the person injured, and had requested the plaintiff to make to themselves, and had received from him, a written report of the accident. In all this we can discover no intention on the part of defendant to waive the breach of the condition for immediate written notice of the accident, and no evidence of any loss or injury to which the plaintiff was exposed or subjected by the course pursued by or on behalf of the defendant. We think the verdict for defendant Company was right."

Instruction by Insurance Institutes.

The Insurance Institute of Ireland sets an excellent example to Insurance Institutes, by having classes held, under its auspices, in a reading-room and library opened for the use of its members in Dublin. The programme this current season is as follows:—

1. Plan Drawing and Building Construction: Lecturer, Patrick B. Carphin, Surveyor to Sun Insurance Company. Class meets on Mondays, 9 to 10 p.m.; commencing on November 9, and continues weekly until Easter, 1904.
2. Fire Insurance Practice: Lecturer, W. S. Kinnear, B.A., Royal Exchange Assurance Company. Class meets fortnightly on Fridays, 9 to 10 p.m.; commencing on November 13. The fee is 5s., which also includes the class on insurance law.
3. Insurance Law (Fire, Life, and Accident): Lecturer, W. Jeffrey White, M.A. Barrister-at-Law. Class meets fortnightly on Fridays, 9 to 10 p.m.; commencing on November 20. The fee is 5s., which also includes the class on fire insurance practice that is held on the alternate Fridays. Both classes cease at Easter, 1904.
4. Life Assurance, Theory and Practice: Lecturer, C. E. Howell, LL.D., Standard Life Assurance Company. This class will meet bi-weekly on Tuesdays and Thursdays, 9 to 10 p.m., but will not start until after Christmas (commencing on January 5, 1904). This fee is 5s. This class will cease at Easter, 1904.

The teachers, it will be observed, are men of high professional rank. The fee for each series of lectures is only \$1.25, which is a mere bagatelle for the privilege of attending these classes. Without some tuitional arrangements, we fear the education scheme of an Insurance Institute will be barren of results, as experience in hundreds of cases show, that *amateur students*, as we may call those, who voluntarily submit to examinations, soon lose heart and interest. The time comes to every student, when a problem seems a