THE PROPOSED SITE OF THE NEW CITY HOSPITAL A MENACE TO THE NEIGHBOURHOOD.

The decision to place the Contagious Diseases Hospital on the west side of St. Urbain street, north of Pine Avenue, should be reconsidered. The situation is practically in the midst of a dense population. Although there will be a large open space in the rear of the hospital, it will be only a stone's throw from a part of the city where the population is highly congested, as may be seen by a trip up St Lawrence Main, St. Dominique, Hypolite or Cadieux, from which cross streets run that are densely crowded with small dwellings and tenements. The plea that no danger arises to those who are residing near to hospitals for contagious diseases is not supported by experience, it is a mere supposition. The question whether small-pox is conveyed by air has been scientifically investigated by Dr. Thresh, medical officer of health for County of Essex, England, who recently read a paper on this question before the Royal Epidemiological Society.

Dr. Thresh declares that the district near to where a hospital ship is moored, at Purfleet, there has been an excessive visitation of small-pox, which he pronounces to have been caused by contagion spread by the air from that ship. The "Insurance Observer" reports him as saying:

"Purfleet consists of two residential areas separated by a considerable distance. One lies exactly in the path of the prevailing wind, as it blows from the ships, and there the attack rate has been one hundred and thirty-one per thousand; in the other, which lies in a different direction, it has only been fifteen."

Of course the argument is not absolutely demonstrative, but it convinces an eminent medical expert who has made an investigation on the spot.

In the face of such evidence as Dr. Thresh has collected and published as to the contagion of small-pox being carried some distance by air currents, it becomes a very serious matter for a contagious diseases hospital to be established within a stone's throw of a congested district. The City hospital, if placed as is proposed, would be in the direct path of the prevailing winds of this city and some very narrow streets where the sanitation is most defective.

STRANGE DECISION IN CO-INSURANCE.

The decison of the Court of Appeals, Kentucky, in re Sachs vs. London and Lancashire, to which casual reference was made recently, is exciting great interest and being sharply criticized. It is formally reported in the "Insurance World" as follows:—

"Where it is shown by the evidence that a house in Louisville valued at $3,200 was damaged to the extent of $1,000 by fire; that defendent's policy for $1,200 policy with co-insurance clause attached was carried on the building; that insured claimed and sued for $1,000 while the defendant claimed its obligation amounted to only $468.75 in view of the co-insurance clause and a further clause which the policy contained to the effect that the insurance to the extent of at least 80 per cent. of the value of the property should be kept on it;

"*Held*, 1. That the stipulation in the policy as to the plaintiff becoming a co-insurer should be treated with no more respect or as having no more validity than the old time stipulation that in no event should the insurer pay more than three-quarters of the value of the property destroyed.

"2. That the stipulation in the policy as to the insured becoming a co-insurer is in violation of the statute; that defendant was bound to pay to plaintiff the actual damage he sustained which in this case is shown to be $1,000.

"Sachs vs. London and Lancashire Fire Insurance Co., Kentucky Court of Appeals, March 20, 1902.

"NOTE.—The lower court upheld the Company's contention, and this decision is a reversal. There was no dispute as to the amount of damage sustained or as to the value of the property."

The New York "Evening Post" remarked in regard to the 80 per cent. co-insurance clause: "Although objected to by many property owners as unfair and illegal the clause is adhered to as embodying a provision that marine policies always contain." Our contemporaries' remark as to marine policies is somewhat incorrect, as they do not contain any co-insurance clause. A valued marine insurance policy stands good for whatever may be its amount, fraud alone excepted. The "Insurance Monitor" has the following caustic criticism of the Kentucky judgment, which is not likely to be accepted as final:

"If the ruling of the Court of Appeals of Kentucky against the validity of the co insurance clause is to be sustained by all the courts, what clause in the contract between the parties thereto will be safe against the the destructive rulings of the courts? Why two parties to a policy of fire insurance may not agree upon a co-insurance clause and regulate the premiums or valued consideration of the contract by that agreement, is not explained by the court in the case of Sachs vs. the London and Lancashire Insurance Company, in which the court holds that 'the stipulation in the policy as to the plaintiff becoming a co insurer should be treated with no more respect or as having no more validity than the old-time stipulation that in no event should the insurer pay more than three-fourths of the value of the property destroyed.' If so, what other clause in the agreement between the parties is entitled to 'more respect' than the co-insurance clause? The courts ought to establish a scale of respect for the clauses in contracts between parties who, when making the contract, intended and provided, as they supposed, that every clause in their contract should be entitled to the highest respect of the parties thereto, and