

PERSONALS.

MR. J. VINCENT NUTTER, Inspector London Assurance Corporation, will shortly leave for the Northwest to take charge of that field, with headquarters at Winnipeg.

MR. B. HAL BROWN, Canadian Manager of the London & Lancashire Life Assurance Co., left Montreal for New York on Sunday night, whence he sails for London, England, where he will attend the annual meeting of the London & Lancashire Life. He is expected to return to Montreal about the 1st May. We wish Mr. Hal Brown *bon voyage*.

MR. WALTER KAVANAGH, Chief Agent of the German, American & Scottish Union & National Assurance Companies, has returned to Montreal from Atlantic City, where he spent a month's holiday with his family.

Notes and Items.

At Home and Abroad.

MONTREAL CLEARING HOUSE.—Total for week ending March 23, 1905—Clearings, \$27,854.872; corresponding week, 1904, \$18,706.208; corresponding week 1903, 23,871.487.

THE HIGH-PRESSURE FIRE MAIN SERVICE is complained about as causing delay at fires.

IMPORTS OF ORANGES were recently received at Halifax, N.S., from the Bahamas, West Indies, which is a new feature in that trade. The importers were Messrs. Geo. C. Cook & Co., whose enterprise in chartering steamers for this new line of cargo is most commendable.

THE MARITIME MERCHANT for the current month is a remarkably fine display of high class typography and the art of illustration. It contains a large amount of information respecting the trade conditions in the Maritime Provinces, with lively and very sensible comments thereon.

FEDERATION OF INSURANCE INSTITUTES.—The examinations of this body will be held from April 10 to April 19, instead of the last two weeks in April. The home entries are 231, against 217 last year. No entries from the Colonies had been received in first week of current month.

AN ORGAN USED AS A FRAUDULENT INSTRUMENT.—The "Insurance Observer" tells us that the organ purchased by the Mayor of High Wycombe from St. James' Hall, London, for 190 guineas (\$1,000), was insured for £1,100 (\$5,550). The organ had become demoralized perhaps by issuing false notes.

FIRE INSURANCE DECISIONS, reported in the "Insurance Press":—

Where a fire insurance policy covered several items, the fact that one item was inserted by mistake of the parties would not affect the validity of the contract as to other items. *Herzog v. Palatine Ins. Co., Limited, of London, England, et al., 79 P. (Wash.) 287.*

An insurance company, which, with knowledge of a change of title invalidating the insurance, collects a pre-

mium note, and assures the insured that his insurance is all right, is estopped to assert a forfeiture, notwithstanding a provision of the policy requiring a waiver of conditions to be indorsed on the policy and signed by certain officers of the company. *Continental Ins. Co. v. Thomasson, 84 S. W. (Ky.) 546.*

Where all the circumstances attending the preparation and signing of proofs of loss in an action on a policy of fire insurance were submitted to the jury, their finding that there was no false swearing is conclusive. *Herzog v. Palatine Ins. Co., Limited, of London, England, et al., 79 P. (Wash.) 287.*

In an action on a policy of fire insurance, where a piano was made one of the items of insurance, but the record failed to show how it came to be included in the policy, no presumption arises that it was included by fraud. *Herzog v. Palatine Ins. Co., Limited, of London, England, et al., 79 P. (Wash.) 287.*

Where a loss was made payable to a mortgagee as his interest should appear, the policy was *prima facie* payable to the mortgagee to the extent of his mortgage debts as it appeared from the records, notwithstanding a renewal of the mortgage subsequent to the issue of the policy. *Continental Ins. Co. v. Thomasson, 84 S. W. (Ky.) 546.*

In an action on a policy of fire insurance, where the persons to whom the policy was issued were joined with the insured as defendants by the plaintiff, to whom the policy was payable as his interest might appear, admissions of the insurer's codefendants are not binding on the insurer. *Herzog v. Palatine Ins. Co., Limited, of London, England, et al., 79 P. (Wash.) 287.*

KEEPING BOOKS.—A clause in a policy which requires that insured shall "keep a set of books, which shall clearly and plainly present a complete record of business transacted, including all purchases, sales and shipments, both for cash and credit," is not complied with where it appears that the only record of cash sales kept is a cash-book, in which no detailed transactions are recorded, and only the aggregate amount of cash derived from all sources is set down at the end of each day; and in a suit upon such a policy, where it affirmatively appears from the evidence for the plaintiff that, even if the books were present in court, it would be impossible to tell therefrom the value of the stock of goods burned, the grant of a non-suit is proper.

Everett-Ridley-Ragan Co. v. Traders' Ins. Co., 48 S. E. 918.—"Coast Review."

PARTNERSHIP INSURANCE.—The value of this form of insurance, to which we made reference in a recent issue, is strikingly illustrated by the experience of a large manufacturing concern in a certain large city, as reported in the "Spectator." In May, 1903, the several members of the firms insured their lives for a total of \$75,000. The insurance on the life of the president of the company aggregated to \$38,000. All the insurance was made payable to the firm, which paid the premiums to the insuring company. The policies of the president were written on the thirty-year endowment plan at the age of fifty, and would have matured and been paid to the partnership had he lived to attain the age of eighty years. He was apparently a first-class insurance risk when the policies were written, for he passed successfully all the medical tests applied by the company.