

so equipped as to obviate risk of fire; more especially the engine house, as on the continuous working of the engine the whole machinery is dependent. A rolling mill fire is an anomaly. There were 64 fires recorded in the United States last year in iron works, the aggregate of the losses therefrom being \$3,425,000. Of these there were 4 with a loss of \$200,000 to \$300,000; 12 with a loss of \$100,000 to \$175,000; 8 with loss of from \$50,000 to \$85,000; 14 with loss of from \$20,000 to \$40,000; 15 with loss of from \$10,000 to \$18,000; the balance being minor affairs with an average loss of \$6,000. In the above returns the agricultural implement works and those devoted to tools and nails are not included, in which the losses were heavy.

In view of the extraordinary number of fires occurring in establishments of the above character American underwriters are considering the question of increased rates for the insurance of iron works. A more rigid and more skillful, thoroughly expert inspection, with enforcement of conditions necessary to reduce fire risks, would materially lessen the losses on rolling mills, machine shops and foundries.

RECENT LEGAL DECISIONS.

WIFE INSURING HUSBAND'S LIFE.—In an action against the Metropolitan Life Insurance Company by a husband to recover premiums paid by the wife, the courts of Kentucky have held:—When the wife, without the husband's knowledge or consent, procures insurance on his life and pays, therefor, with money which he has furnished her with for household expenses, he is entitled to recover back the money so paid, even though the company did not know that the money belonged to him. *Metropolitan Life Insurance Company v. Smith*, 59 S. W. Reporter 24.

ACCIDENT INSURANCE.—A policy holder in the Travellers' Insurance Company was injured by steam from the safety valve of a steamer. The company considered that his proximity to the valve was courting danger by voluntary exposure, and declined to pay. The suit which followed also came before the Kentucky courts, and it was held, that when the insured, while asleep on the top of the boilers of a steamboat, was injured by steam escaping from the safety valve, there was no "voluntary exposure to danger" within the meaning of an exception in the policy, unless the insured was conscious of the danger from escaping steam. That it was not sufficient to preclude him from recovering merely because he had been warned that it was dangerous to be on top of the boilers. *Travellers' Insurance Company v. Clark*, 59 S. W. Reporter 67.

EFFECT OF A MERE APPLICATION FOR LIFE INSURANCE.—That a written application for life insurance is a proposition or offer to contract, and not a complete argument, has been held by the United States Circuit Court of Appeal. Where, therefore, after an application was signed and mailed, but

before it was accepted by the company, the applicant attached a new term or condition, which the agents of the company declined to accede to; it was held, that the subsequent acceptance of the original proposition did not constitute a contract of insurance, because the minds of the parties never met at the same time upon the same stipulation. *Travis v. Nederland Life Ins. Co.*, 104 Fed. Rep. 486.

INSURANCE AGAINST INJURIES TO EMPLOYEES.—The London Guarantee and Accident Company insured certain parties in the State of Wisconsin, against liability for injuries sustained by any of their employees, except that, if any child was illegally employed the company was not to be liable for any injuries thereby occasioned or sustained. It was held, under this policy, that the company was not liable to reimburse the employees for damages recovered for injuries sustained, through this plaintiffs negligence, by a child under twelve years of age, employed by them in violation of a statute which prohibited the employment of any child under twelve years of age in a factory. *Goodwillie v. London Guarantee and Accident Co.*, 84 N. W. Reporter 164.

PROMINENT TOPICS.

The calamity which has befallen the world by the death of the Queen, who had reached "the crown and top of sovereignty," has well nigh monopolized public attention this week. One of the incidents of the domestic life of the royal family since the Queen's first paralytic seizure on the 16th instant, has been the visit of the Emperor of Germany. Emperor William rushed from Berlin, with all the speed possible, by modern facilities, to the bedside of his grandmother, of whom he is the eldest and most distinguished grandson. This act of filial affection has produced a profound impression upon the British people, as well as upon those of Germany. Emperors are of the same blood as all other mortals, we know; they have all there is in mankind, and an imperial crown has no power to exorcise human nature or to change its strength or weakness. But the free manipulation of natural impulses is restrained in those who are crowned by the imperative necessities of State; by the consciousness of acting upon a stage on which the world is ever gazing, and by the bonds of official etiquette and custom. Dreading to be suspected of acting or playing a part for effect, royalties are tempted to avoid being natural. All honour to the Emperor of Germany for obeying the dictates of his heart in hurrying on to show his affection for his grandmother and to hear, as he hoped, her final Farewell. Such deeds of manly affection strike deeper chords than politics or diplomacy; they create responsive sympathy, which, between nations, is a living bond more potent for union than any treaty.

The accession of the Prince of Wales to the Throne calls for recognition of the eminent wisdom and sa-