

safety may be insured with less. And to this end, the banker will make himself acquainted with the tides and currents of money in his own sphere, at one period and another, for there are tides in money as there are in the sea. And a banker will educate himself to observe them, record them and draw conclusions from them so as to act both for prudence and profit. What is suitable for one sphere and for one bank is not always suitable for another, yet there are certain general principles which must on no consideration be overlooked; and, with regard to these your law may be considered a useful general guide."

SANITY AND SUICIDE.

Justice Nash, in Supreme Court, at Rochester, N.Y., on Tuesday last, rendered a decision on a novel point touching upon the question whether a person committing suicide does so while insane or in his right mind. Frederick Weber took out a policy for \$2,000 on his life in 1898, and in 1899 drank muriatic acid and died. The Knights of Macabees of the World disputed the claim of Amelia Weber, the deceased's widow, on the ground that their resolutions provided that a policy would be invalid if the holder committed suicide inside of a year. Mrs. Weber brought action to recover, and Justice Nash decided, after an extended argument on both sides, that a sane man would not commit suicide unless he willfully and intentionally did so and prepared for it beforehand; that a man who did not do it wilfully and intentionally was insane. A judgment for the full face of the policy with interest was rendered.

A STRANGE LIFE INSURANCE CASE.

One of those strange cases with which the business of life insurance sometimes startles and interests a sensation-loving world is thus related by the Chicago correspondent of the New York "Commercial Bulletin":—

"With insurance upon her life amounting to \$12,000, Marie Defenbach, aged twenty-three years, died on August 25, in a boarding house on Lasalle avenue, under conditions which the police believe indicate a plot to swindle an insurance company and two insurance societies, if they do not point to murder. Upon bench warrants issued by Judge Gibbons, three persons said to be implicated in the case—Dr. August M. Unger, F. H. Smiley and F. Wayland Brown—have been arrested. The latter is assistant manager of a detective agency. He was arrested to-day on his return from Virginia. A fourth person, who is alleged to be connected with the fraud, and for whom a warrant has been issued, is not yet under arrest. It is said that he is out of the city. When Miss Defenbach died there were three policies on her life, aggregating \$12,000, all of recent date, as follows: New York Life Insurance Company, \$5,000; Canadian Order of Foresters, \$5,000, and Knights and Ladies of Honor, \$2,000.

Last April Miss Defenbach applied to the New York Life Insurance Company for a \$10,000 policy. This was refused by the company, as was also an application for an \$8,000 policy on the ground that she was not possessed of sufficient property interests to warrant so large a risk, although she was examined and declared to be in perfect health. In July

she succeeded in obtaining from the New York Life a policy for \$5,000, and this formed part of the estate she left. About the middle of August, she also secured insurance in the Canadian Order of Foresters to the amount of \$5,000. About the same time she took out a policy in the Knights and Ladies of Honor for \$2,000. Two weeks later she was dead, leaving a will which directed that a part of the policies should be paid to Frank H. Smiley, her "affianced husband," and that her body be cremated. Her death, at a boarding house on Lasalle avenue, was attended by the most horrible agony. Drs. Leonard and Schroeder (the latter representing the Knights and Ladies of Honor) were called. They refused to issue a certificate of death, but the Coroner's jury, later, and after the body had been embalmed, found a verdict of death from dysentery. The next day the body was cremated.

"An unusual incident was connected with the making of Miss Defenbach's will. On August 21, Miss Defenbach called at the office of a lawyer, in the Unity Building, named Johnson, and told him she wanted to make her will. Some days earlier, Dr. Unger had, it is stated, told this lawyer a woman would call on him for this purpose, and she announced she had come in accordance with the appointment. She told Mr. Johnson she wanted to leave her property to Frank H. Smiley, her affianced husband, and then she went away. Two days afterwards she returned, and Mr. Johnson had the will ready. It provided, as she had instructed, that after her debts were paid her property was to go to Smiley, but she then wanted another provision inserted. It was that after her death her body be cremated.

This somewhat surprised Mr. Johnson, as he could not understand how a young and handsome woman would wish her body burned after death, but he complied with the request. He was so struck with the circumstance, however, as the cremation clause had not been in the original instructions, that he called in witnesses from adjoining offices as a matter of protection. Miss Defenbach then signed and executed the document. Two days later she was dead.

The three men under arrest were later arraigned before Judge Gibbons, and, in default of \$15,000 bail each, were committed to jail. It was learned to-day that besides the policies taken out on Miss Defenbach's life several others had been applied for. In each case \$10,000 was sought.

Chicago, Oct. 9.—Frank N. Smiley, the detective of the Mooney & Boland agency, who was one of the men arrested yesterday in connection with the insurance frauds, which ended with the death of Marie Defenbach, August 25, has made a full written confession of his part in the crime.

The confession, if true, implicates with him: Dr. August Unger and Frank Wayland Brown, assistant manager of the Mooney & Boland agency, the other two men under arrest.

When the case goes on trial, Smiley, it is announced, will turn State's evidence.

Toronto, Ont., Oct. 9.—The Canadian Order in which Miss Defenbach, of Chicago, was insured is the Independent Order of Foresters. Mr. Harper, Assistant Supreme Chief Ranger, when spoken to about the matter to-day, said that their agents in Chicago were not quite certain that Miss Defenbach had actually died. It might yet turn out that the case was one of substitution, and that the body cremated was not that of the young woman upon whose life the policy was originally taken.