### Marine Insurance Results.

Five of the marine insurance companies have just issued their annual reports. In each case there is a heavy falling off in premium income, while the deficit on the year's trading account varies in individual instances from £76,000 down to £4,000. These figures are sufficient to indicate the severity of the period through which marine insurance interests have been passing, due not only to the depression in shipping, but in some respect at least to the reckless competition between the companies, which has only been brought to an end within the last few months. Fortunately some of the companies are in the happy position of being able to pay substantial dividends—in one case 30 per cent.—out of interest on invested funds. The chairman at the London and Provincial Marine Company's meeting appeared to think that the marine insurance companies will be able to find salvation by affiliation with the large fire offices, but marine insurance men generally look upon this tendency for amalgamation with anything but favour and express the opinion that the business is best left to itself. True, they have had a bad year of it, but with the prospects of an improvement in shipping and stiffened rates before them, they are inclined to look to the future in an entirely hopeful spirit.

### Misleading Announcements.

Reference was made in a recent letter to complaints which are being made of the misleading character of the announcements made by many insurance concerns with reference to their capital. A particularly flagrant example of this kind of thing has just been brought to light by a report of the official receiver on a company, which called itself the British United Assurance Corporation, and is now being compulsorily wound up. This concern advertised its capital on its prospectuses as £50,000. This was, indeed, the amount of the nominal capital, but the actual extent of its resources may be gauged from the fact that during the two years and four months when it was carrying on business, its bank balance, which formed its only cash asset, varied between £457 and 7s 11d. Owing to the imperfect state in which the books have been kept the official Receiver has found it a matter of impossibility to trace all the risks undertaken by the company, but a rough estimate places them at £1,100,000. It is an astonishing story. METRO.

A NOVEL SCHEME for substituting a submerged steel and cement viaduct for the fallen Quebec bridge was presented to the Montreal Board of Trade Council at their regular meeting this week by Mr. J. S. Armstrong, a civil engineer of St. John, N.B. Mr. Armstrong's idea is to do away with the difficulties urged by the Montreal Board of Trade that unless the bridge level be raised to 190 feet above high tide water surface the bridge might some day prevent the larger vessels mounting the river to Montreal.

MR. CHARLES H. ROUTH, who has been connected with the Montreal branch of the Western Assurance Company for past 23 years, has severed his connection with the company, and has accepted a special city agency of the Phœnix of England.

### AN IMPORTANT BANKING CASE.

#### Bank Officer Signing False Statement not Held Accountable where Guilty Knowledge is not Shown.

The acquittal this week of the accused in the case of the King vs. W. G. Browne is of more than passing banking interest. As late Montreal manager of the Sovereign Bank, the accused was charged with making false returns in monthly statements furnished to the government. The charge was laid under section 153 of the Banking Act, which provides that the making of any wilfully false statement in such connection respecting the affairs of the bank is an indictable offence, punishable by imprisonment. A sub-section states that any officer of the bank who

"(a) prepares, signs, approves or concurs in any such account, statement, return, report or document containing such false or deceptive statement; or

"(b) uses the same with intent to deceive or mislead any person, shall be held to have wilfully made such false or deceptive statement and shall further be responsible for all damages sustained by any person in consequence thereof."

In the giving of the judgment, it was pointed out that the statement blank supplied by the government provides that the president or manager has only to declare that to the best of his knowledge and belief it is correct and shows truly and fairly the financial position of the bank.

This form, read in connection with the section requiring it, was held by judge Leet, so far as a president or general manager is concerned, to require only a declaration that the statement is according to the best of their knowledge and belief. The chief accountant, however, has to declare that it "is correct according to the books of the bank."

Looking further at section 153, if the sub-section were not there, the view was taken by the court that there would not seem to be any question that in order to convict the man who made the statement it would be necessary to prove he did so wilfully.

Relying, however, upon the sub-section the contention of the Crown would seem to put the signer of the statement in a more serious position than the maker of it. This, the court did not hold to be the meaning of the law, but held that the most it was intended to do or does is to put him who signs the statement in the same position as the one who makes it. If any other interpretation is given it would mean that as to him who made the false and deceptive statement it would be necessary to prove that he did so wilfully, but as to the president and manager who would sign it, they could not be discharged in any case, and evidence of good faith would be admitted only to mitigate the sentence.

Cases in point quoted by Judge Leet were the case of Cockburn, where Magistrate Denison held as in the present instance, and the English case of the Queen vs. Tolson, 23 Q.B.D., 168, in which, Judge Leet stated, nine judges against five maintained the principle now adopted by the court.

Summing up, the judge stated that in his opinion the proposition of law laid down by the Crown in this case was untenable, and upon the evidence produced he was of the opinion that the defendant must be discharged, as the only witness examined for the Crown declared that the errors or falsehoods in the statement, so far as he was aware, were not known to the accused in signing it.