

a note involving, as in above case, a trip of 23  
 es. "The failure of the holder to present a note  
 the place of payment named is available as a de-  
 ce by the maker, so far as he was ready to make  
 ment and has suffered loss through, or incurred  
 ts of suit by the holder's neglect. Proof of the  
 ker's readiness and ability to pay the note at its  
 turity at the places named in the note for  
 yment will release him from the payment  
 the costs of the suit. Of course, he would be liable  
 the principal of the note." The Banker is right  
 saying this, but even this view has limitations. A  
 yer might make his note payable at a place which is  
 accessible when it matures, or at a very distant  
 ace, where he will be when the note matures, as at  
 umber camp in Ontario, or at a farm house in the  
 orth West, which is a day's trip from any  
 wn or railway. If suit were brought for payment  
 such a note, would the holder have to pay all costs  
 cause he failed to present the note where it was  
 de payable? No Court of Equity would punish  
 man for neglecting to do what was practically im-  
 ssible or unreasonably expensive and difficult.  
 ankers, as a rule, decline to handle notes payable at  
 place difficult to reach, and traders should take  
 re when receiving notes to see that they are pay-  
 le at a chartered bank or in the place where one  
 located.

**Better  
 Conditions of  
 Fire Insurance  
 Business.**

The improved conditions under which  
 the business of the British Fire Offices  
 is being done afford an example  
 which might be followed with much advantage else-  
 here. They are thus described by the *Post Maga-  
 zine & Insurance Monitor* in a review of the fire in-  
 surance record of last year: "Examining the broad  
 features of Fire business, we discover that the old  
 order is indeed rapidly vanishing, giving place to a  
 wider and more liberal understanding. Competition  
 amongst the Offices is as keen and energetic as ever.  
 But we believe we have a right to assume that it is  
 a healthy, orderly competition, and not the infatuated  
 race of former years, when even the goal was forgot-  
 ten in the eagerness of the pursuit. The leading idea  
 at the present is to obtain the best, not the biggest  
 business, to regulate everything in the interests of the  
 whole, and not to handicap or overreach rivals. And  
 throughout the past year the benefits accruing from  
 this healthier aim have been abundantly manifest  
 in every direction. There have been fewer complaints  
 from aggrieved agents, practically no agitations re-  
 garding commission, and less clandestine tampering  
 with rates in defiance of experience. As a conse-  
 quence, the public have been more satisfied, and,  
 during the whole year we have had less of that large  
 County Council and other outside schemes of  
 insurance." A change of methods which has re-  
 sulted in better results to the companies and more  
 satisfaction to the public, along with a check being  
 put to the agitation for municipal insurance, only  
 shows that, when their mutual affairs are wisely man-  
 aged, the interests of insurers and insured are re-  
 sulting by both to be not antagonistic.

**THE LAW INVOKED AGAINST UNDERWRITING  
 "ANNEXES."**

A new complication has arisen among fire under-  
 writers in the United States, which has deservedly  
 attracted general attention, growing out of "under-  
 writers' agencies," or alliances. As our readers are  
 aware, for several years, two or three of these com-  
 binations—notably the "New York Underwriters'  
 Agency," formerly composed of the Hartford and  
 the Hanover, but for some time past of the Hart-  
 ford alone, and the "Philadelphia Underwriters,"  
 composed of the Insurance Company of North Amer-  
 ica and the Fire Association, have done business un-  
 challenged. During the past year other combinations  
 of a similar character have been made until there are  
 now some sixteen in the field. In most of these  
 cases two or more companies have united under some  
 descriptive title in which "Underwriters" is the prin-  
 cipal term in the nomenclature, and in two cases a  
 single company has issued "underwriters'" policies  
 through separate agencies, distinct—for the most  
 part from the issues of the company under its corpor-  
 ate name.

**ALL THESE COMBINATIONS HAVE AGENCIES**

separate from and in addition to those of the indivi-  
 dual companies composing the combination. As in  
 most of the larger cities the tariff associations and  
 underwriters' boards limit the number of agencies,  
 which each company shall be allowed to have in the  
 particular jurisdiction, it will be readily seen that  
 two companies represented, under the rules, by their  
 designated agencies and also by an agency or agen-  
 cies credited to the "underwriters'" alliance, have a  
 decided advantage over those companies which are  
 without these "annexes," as they are expressively  
 called. For example, we believe the Chicago Un-  
 derwriters' Association or Board restricts the com-  
 panies comprising it to three agencies each; hence,  
 two companies with this "annex" feature have nine  
 agencies when as distinct, individual companies they  
 would have but six or three each, the limitation  
 which applies to all the companies not having an  
 "underwriters'" attachment. The existence of this  
 fact has had much to do with the inquiry set on foot  
 lately by the insurance commissioners of four or five  
 states, resulting in decisions adverse to the transaction  
 of business and the issuance of policies by the various  
 "underwriters'" alliances.

The inquiry began and a ruling was made, first, a  
 few weeks ago in Massachusetts, when Commissioner  
 Cutting's attention was called to the provisions of the  
 law defining

**THE STATUS OF INSURANCE CORPORATIONS.**

That law, as in most of the other States, provides that  
 business must be transacted and the policy contract  
 issued only in the corporate name of the company,  
 and the Commissioner so ruled. Wisconsin, Min-  
 nesota, Pennsylvania and Illinois then took up the  
 question, and it was found that under the express pro-