

On the subject of church edifice fires, the *Chronicle* calls attention to the fact that the U. S. census of 1890 reports the total number of churches at 142,256. According to the *Chronicle Fire Tables*, there were burned in that year 198 church buildings, which is doubtless less than the actual number. In eight years ending with 1891 the value of church property destroyed by fire was about \$7,000,000—an average of \$875,000 per year. Probably a round million annually in the United States and Canada would cover this form of fire waste.

The new fire insurance company of Manchester, Eng., to which we referred in our last issue, and intended for the taking mainly of sprinkled risks, proposes a subscribed capital of £100,000, with £10,000 paid up. When the reserve fund of the company reaches an amount equal to the annual premiums received, the profit, after paying a 5 per cent. dividend on the paid up capital, is to be equally divided between the stockholders and the policyholders whose annual premiums amount to £10 and upwards. This we learn from the *Policyholder*.

On the Metropolitan Rolling Mills, which burned in this city on Wednesday night of last week, the insurance was as follows: Aetna, \$3,000; Atlas \$5,000; Alliance \$5,000; Caledonian \$5,000; Guardian \$25,000; Commercial Union \$7,500; Fire Association \$5,000; Hartford \$3,000; Liverpool & London & Globe \$7,500; London & Lancashire \$4,000; Manchester \$4,375; Northern \$5,000; Phoenix of London \$2,500; Queen \$5,000; Royal \$7,500; Union \$5,000. Total \$199,375. The risk was fully covered, and the probable insurance loss will be from 75 to 80 per cent. of insurance.

PERSONAL MENTION.

MR. C. E. D. WOOD, late publisher of the *Macleod Gazette*, Alberta, has joined the life insurance ranks as a representative of the New York Life.

MR. G. H. MERRITT of London, Ont., the genial manager of the British Empire Life at that place, was in Montreal recently, and called on the *CHRONICLE*.

MR. G. W. RONNE, of Jeffers & Ronne of Toronto, managers of the Germania Life, was in town last week, and called at the *CHRONICLE* office.

MR. H. M. BLACKBURN of Toronto, the well-known Canadian manager of the Sun Insurance office, was in Montreal last week. He reports the business of the Sun to be booming.

MR. CHAS. I. SIMONSON, for some time past connected with the *New York Press*, is to be the representative of the Boston *Standard* for New York and adjoining States.

MR. THOMAS KERR, the efficient inspector of the Standard Life's Canadian branch, called recently. He reports the business of the company in excess of that of last year at this time.

MR. F. S. WHITTAKER, of Whittaker & Co., St. John, N.B., chief agents in Canada for the North Queensland of Sydney, Australia, was in Montreal last week, and made the *CHRONICLE* a pleasant call.

MR. JOHN A. MCCALL, president of the New York Life, accompanied by Actuary Weeks and two or three other of the company's officials, sailed for Liverpool on the steamer "Majestic" on Wednesday of last week.

MR. LANSING LEWIS of this city, Canadian manager of the Caledonian, has returned from an extended trip to Winnipeg and the regions beyond, and reports crops fine and the insurance and general business outlook very encouraging.

MR. THOS. A. MITCHELL, the general agent at San Francisco of the Insurance Company of North America, died on the 9th ult. from the effects of a spider bite. The deceased was a native of England and 42 years old.

MR. A. HOLLOWAY, the well known general agent of Winnipeg, who has of late been seriously indisposed, has been recuperating in the Adirondacks, and since has spent considerable time pleasantly with his brother, Mr. F. Holloway, at Quebec.

MR. KIRBY, of the general agency firm of Kirby, Colgate & Armstrong at Winnipeg, has been spending a few days in this city and vicinity, and speaks pleasantly of his impressions here and confidently of Manitoba's future. The firm has a large and increasing business.

MR. E. P. HEATON, Dominion manager of the Guardian, has returned from St. Johns, Nfld., where he ably represented his company and the Citizens in the adjustment of losses. The representatives of the various companies had a rough time of it as to personal accommodations, but Mr. Heaton comes back prepared to take hold of work with his usual vigor.

Legal Intelligence.

FIRE INSURANCE.

PRIVY COUNCIL OF GREAT BRITAIN. *Connecticut Fire Ins. Co. vs. Kavanagh*. On appeal from the *Court of Queen's Bench, Province of Quebec*. Alleged fraudulent transfer of policy.

This case, our readers will remember, was decided by Mr. Justice Wurtelle of Montreal, in favor of the defendant, completely exonerating him from the charge made, which decision was confirmed by the appeal side of the Court of Queen's Bench, as printed in our issue for October 1, 1891. The plaintiff company appealed to the Privy Council, entailing upon the defendant the hardship, as we think, unjustly, of defending the suit at great expense. From the *London Times* we append the main portion of their Lordships' decision *in extenso* as follows:—

Lord Watson, in delivering the opinion of the committee, said the respondent, Mr. Walter Kavanagh, in 1888, acted as agent in Montreal for three different companies carrying on the business of fire insurance. A gentleman, named Warden King, had insured with him certain premises in Montreal, occupied as a paper box factory, under a policy from one of these concerns, the British America Assurance Company, which expired on July 9, 1888. Before that date the company intimated to the respondent that they declined to renew the policy on any terms; whereupon he, being desirous to keep the insurance in his office, communicated with the son of the assured, who acted for his father in those matters, and, with his assent, opened an insurance with the Scottish Union & National Insurance Company. On behalf of that company he issued to Mr. King an interim receipt, and received in exchange for it a year's premium of \$68. The receipt, which the respondent had admittedly power to issue, constituted an insurance for 30 days from July 8, subject to cancelment at any time within that period, upon written notice to the assured. On July 12 he received a letter from the manager of the Scottish company, instructing him to cancel, in reply to which he wrote a letter of remonstrance, urging that the risk was one which the company ought to have no hesitation in accepting. On July 13 an answer from the manager, confirming previous instructions, reached his office, was there opened