UNPAID NOTE VOIDS POLICY.

The Supreme Court of the United States handed down a decision on Monday in the case of Lulu T. Lewis *v.* Iowa Life Insurance Company, in error from the Circuit Court for the northern district of Texas which is reported as follows in the "New York Chronicle":—The decision determines which one of two conflicting constructions shall prevail in the federal courts upon notes given in payment of premiums. The note given in payment of the first premium usually bears upon its back the stipulation that in default of payment when due the policy shall cease and determine. In some states it has been held that in case of death within the year the company must pay the face of the policy, deducting, in case of default of payment of the premium note, the amount thereof with interest; that the stipulation on the back of the note was no part of the insurance contract between the parties, but was considered only as evidence of debt by the insured to the company. In other states it has been held that the stipulation was a part of the contract and that default of payment terminated the policy.

Justice McKenna, in announcing the decision and opinion of the court, said that it had taken note of the contrariety of decisions, and had come to the conclusion that the stipulation was a part of the contract; that the minds of the two parties had met with regard to its terms, and that automatically, without affirmative action by the company, such as sending notice of the approach of the date of maturity of the note, of default of payment the policy lapsed.

In the case before the court the husband of the plaintiff gave his note, with the stipulation on its back, for the payment of the premium on his policy and afterward paid no attention to it. Default was made, and when death ensued the widow sued to recover on the policy. The lower courts held the company liable for the face of the policy, less the amount of the premium note and interest thereon, but the Supreme Court reversed the judgments and remanded the case for further proceedings.

It was also decided by the Supreme Court on Monday, in the case of the Knights Templar and Masons' Life Indemnity Company *v.* Rosa B. Jarman, that what is known as the "suicide statute" of Missouri applies to policies by the Indemnity company in that state, and that, despite the fact that the policy contains a provision of voidance in case of suicide, whether while sane or insane, a policy must be paid in case the insured committed suicide while insane.

THE FUTURE OF LIFE INSURANCE IS BACKED BY THE NATION'S CREDIT.

When it is said that this is the age of insurance, especially of life insurance, and that the man who fails to take out insurance misses a good thing and deprives his family of something it should have, we should endeavour to make the point as clear as we can. We have seen that the life insurance companies are obligated to pay Nine Thousand Million Dollars to the people of the United States under policies now in force. That is one way of putting it. Stated in another way, the people of the United States have agreed to contribute and distribute among themselves, their heirs, administrators and assigns, this sum of money, under certain conditions. The people (and compound interest) must provide this money. Life insurance is merely the organization, the machinery, the clearing house through which the exchanges are to be effected. The money must be paid in before it can be paid out, and the paying in as well as the paying out—simply to take care of the insurance now in force—will run for fifty years or longer. Where in finance is there a greater organization, not to say a greater organized thrift, than this? For fifty years hence, and longer, millions of persons have arranged and agreed that among their number, to the last survivor, the minimum of distress and destitution shall be wrought by death; and their number is so large that the future of life insurance is practically backed by the credit of the nation. Can any intelligent man fail to see the strength, usefulness and majesty of this great organization which stands for human helpfulness? Can he say, "I will have none of it"? If so he will be like the freak navigator who declines passage on a trans-Atlantic steamship and starts for the other side in a frail rowboat in which, unfortunately, his family is also embarked.—*Exc.*

PERSONAL.

MR. W. D. HUNTER, Toronto, representing the Standard Life, in the Province of Ontario, was in Montreal this week, visiting the Head Office for Canada.

G. H. ALLEN, General Inspector for the Standard Life Assurance Company, left on January 4, for Halifax and a two months' trip in the Maritime Provinces.

Notes and Items.

At Home and Abroad.

INSURANCE AGAINST APPENDICITIS.—By a new form of medical insurance in England for the sum of five shillings the expenses of an operation for appendicitis are covered up to $1,000, which sum is also payable, in the event of death resulting from appendicitis, either with or without an operation.

FIRE AT DAWSON CITY.—On 30th December a fire is reported to have occurred in Dawson City causing a loss of $50,000, chiefly a poor class of buildings. The temperature is said to have been 40 below zero.

LANDLORDS, TENANTS AND INSURANCE.—A decision of the appellate court in Chicago makes the landlord responsible for the action of his tenant if the latter violates the provision of the insurance policy on the building. This is hard on the landlord, who cannot possibly keep watch over the premises he has let.

SATIRISING OVERDONE ECONOMY.—The outcry for reduced expenses is thus satirised by the "Insurance Post": "How is it with your ratio of blotting paper consumed, Mister Underwriter, and has there been any riotous prodigality on soap, towels, rubber bands and janitor service? You must look to these things, you know, else you may come to suffer in your own opinion of yourself as an economist, and as an expense-reducer extraordinary."

JANUARY DIVIDENDS.—The following Ontario loan company dividends were payable on 1st inst:

Toronto Real Estate...	$ 9,342	Toronto Mortgage Co..	$36,14
Ont. Loan & Deb. Co..	60,000	London & Canadian...	30,00
Landed Banking Co....	42,000	Canada Permanent....	90,00
Building & Loan......	48,445		

FRATERNALS IN TROUBLE.— The Fraternal Order of America is about collapsing. Charges are made that it issued false reports, and compromised claims. The Covenant Mutual Life, of Galesburg, is about being cleared away. Its last remaining asset, the office building, was recently sold. The receiver tried to get hold of the deposit in the hands of the government at Ottawa, but failed, as it was all taken to pay the claims of Canadians.