**everything that Robert was doing. The president, Mr. Leluau, corrected the proof sheets of the prospectuses, and they allowed Robert to hold himself out as the financial agent of their company. As, therefore, the orders which he gave were orders which could have been given by the company itself and were within the scope of his apparent authority, the French Gas Company could not repudiate his authority. Their Lordships also held that the directors themselves were liable jointly and severally for these debts, the French Gas Company having been incorporated under the Quebec Companies Act of 1907, which act stipulates that no such company can begin business or incur liabilities before 10 per cent. of its capital is paid in, and if business is begun or liabilities are incurred before the payment of this 10 per cent. then the directors authorizing the same are liable jointly and severally with the company for such debts. Now the authorized capital of the company being $250,000, and only $250 being paid in, it was clear that the company did not have in its treasury a sum sufficient to pay for its preliminary disbursements. The purpose of the act is very clear. It is intended to protect creditors who contract in good faith with a newly formed company, and as the Gas Company has incurred liabilities, and had begun business, its directors were held jointly and severally liable with the company.**

## IMPORTANT POINT OF FIRE INSURANCE LAW.

Before the Judicial Committee of the Privy Council, the case of the Hudson's Bay Insurance Company and another recently came up. This was a petition for special leave to appeal from a judgment of the Supreme Court of Canada on April 3 last.

The principal question involved, the London Times report says, was whether the court had jurisdiction, under the Northwestern Territories Fire Insurance Policy Ordinance of 1903, in force in Saskatchewan, which was in the same terms as the Manitoba Fire Policy Act (Revised Statutes Manitoba, 1902, cap. 87), to relieve the respondents from a breach of a statutory condition, requiring them forthwith after loss by fire to give notice in writing. A further question was whether the policy was in force, having regard to the fact that the premium had not been paid when the fire took place.

In 1907 the respondents were carrying on business at Sintaluta, Saskatchewan. On September 6, 1907, they applied to the Hudson's Bay Insurance Company for an insurance of $2,000 upon their goods. On September 17, 1907, the company issued a policy of insurance against loss by fire for $2,000, for 12 months. One of the conditions of the policy was 13 (*a*), which stated that the assured was forthwith after loss to give notice in writing to the company. The respondents did not pay the premium of $66, and it was finally arranged that the company should accept a draft for the amount, payable on November 1, 1907. That draft had never been paid. On November 25, 1907, the goods insured were almost totally destroyed by fire. No notice of the loss was given by the respondents to the company, but apparently the company's adjuster assisted the respondents to fill in the form of proof of loss. The respondents brought their action to recover the amount of the loss. On October 1, 1909, the trial judge dismissed it, on the ground that there had been no waiver by the petitioners of condition 13 (*a*), and that the Fire Insurance Policy Ordinance did not excuse non-compliance with that condition. He held, however, that the acceptance of the draft for $66 must be taken as equivalent to payment, as it was open to the petitioners to sue on the draft.

The Supreme Court of Saskatchewan *en banc* dismissed the respondents' appeal, and on April 3, 1911, the Supreme Court of Canada (Chief Justice Fitzpatrick dissenting), reversed those decisions and gave judgment for the respondents, following their own decision in The Prairie City Oil Company vs. The Standard Mutual Fire Insurance Company (44 S. C. R., p. 40). That case was decided on the Manitoba Ordinance, which is identical in terms with the Saskatchewan Ordinance.

The company now sought special leave to appeal on the ground that the question was one of great public importance, and also that the judges in the courts below were almost equally divided in opinion on the matter.

At the close of the arguments in support of the petition,

Lord Macnaughten intimated that their Lordships were unable to advise his Majesty to grant special leave to appeal.

The petition was therefore dismissed.

# Insurance: Fire, Life and Miscellaneous.

The Union Life of Canada recently wrote through its three Montreal districts 2,498 industrial applications in one week.

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The Supreme Court of Oregon rules that an agent cannot issue a policy on his own property for himself for a company which he represents without the knowledge of the company.

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The Eastern Life Insurance Company, Ltd., of Calcutta, India, advertises itself as "Suitable for Princes and Peasants." It also proudly states that the Patron is the Honorable Maharaja Manindra Chundra Nandi, of Cossimbazar. Shades of the Ganges! We're glad he is not a member of this Society.—Bulletin, Ins. Soc. of N.Y.

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The Caledonian Insurance Company has reinsured from December 15 next, the business of the Allemannia Fire Insurance Company of Pittsburgh in the States of Minnesota and Missouri, at which time the Allemannia agents will cease doing business in such States. This arrangements carries with it the good will of the reinsured company.

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Our New York contemporary, Insurance Engineering, announces a new editor and a new typographical style, beginning January 1. The new editor is Mr. Ire Gould Hoagland, who has many years' experience of practical fire preventive work. As a pioneer in the work of conservation, our contemporary has many good wishes on its new departure.

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It is reported that a new method of mail order soliciting of women as life insurance risks is being extensively used in Chicago, being worked chiefly among school teachers, professional women and those whose names are easily accessible. Letters, written with pen in a feminine hand and signed Miss Blank, with an address in one of the big buildings, are sent out.