6. DOUBLE INSURANCE.

NON-DISCLOSURE OF.—The assured stated in his application that there was no other insurance, and the jury found that he signed the application, *bona fide*, believing that there was no other insurance, whereas there was in fact other insurance, and the jury having also found that the fact of other insurance was not material, the trial judge gave judgment against the insurance company. On appeal it was held, however, that the misrepresentation complained of, and contained in the application signed by the assured, discharged the company regardless of the findings of the jury.

Perry *vs.* Liverpool and London and Globe Insurance Co., 34 C. L. J. 360.

SECOND POLICY EFFECTED BY A MORTGAGEE.—When a mortgagee without the knowledge or consent of the mortgagor, assumes to cancel a policy effected by the latter, and has a new policy issued in another company, such subsequent policy will not be deemed a double insurance as understood in commercial law, and so will not prevent the mortgagor from recovering upon the prior policy.

Morrow *vs.* Lancashire Insurance Co., 18 C. L. T. 220.

7. PROOFS OF LOSS.

WHEN LITERAL COMPLIANCE IMPOSSIBLE.—When literal compliance with the provisions of the policy, as to giving notice and furnish proofs of loss is impossible, for the reason that the assured is dead and no legal representative has been appointed by the surrogate at the time of the fire, it is incumbent upon those interested in the policy, to make reasonable efforts to see that the covenants are kept, and, within a reasonable time, to use such agencies as the law provides, in order that they may be kept if possible. There is no obligation upon the insurance company to take steps to have a representative appointed. Inability to procure the appointment of the executor of the original assured with ordinary promptness, by reason of a contest over the will, does not excuse delay in giving notice, furnishing proofs of loss, and commencing suit upon the policy, where those interested in the policy make no effort to obtain the appointment of a temporary administrator.

Matthews *vs.* American Central Insurance Co., 154 N. Y. 449.

WHEN ASSURED RELIEVED FROM FURNISHING.—Sometimes the repudiation of liability by a company may relieve the assured from making formal proofs of his loss. Thus where the company, upon being notified of the loss, improperly denied liability, alleging that the policy had been cancelled, and on the assured afterwards writing offering to supply proofs if required, again denied liability, but said nothing as to furnishing proofs of loss, it was held that there was such a repudiation as relieved the assured from making formal proofs of loss.

Morrow *vs.* Lancashire Insurance Co. 18 C. L. T. 220.

8. PAYMENT.

TO A TEMPORARY ADMINISTRATOR.—A fire insurance policy after a loss has occurred is a chose in action, and a temporary administrator can collect the same, and if necessary commence an action for that purpose, and this right to collect carries with it the right to serve all such notices as the policy requires in order to make it collectible.

Matthews *vs.* American Central Insurance Co., 154 N. Y. 449.

# Notes and Items.

(AT HOME AND ABROAD.)

RATING OF UNDER-AVERAGE LIVES.—Among the subjects discussed at the recent meeting of the British Medical Association was the question of extra rating in life insurance as a statistical problem. Dr. Sprague, manager of the *Scottish Equitable*, stated that on investigation into the results of 1,000 policies, on lives tainted by consumptive family history, it was found that the mortality among this class was actually less than among the healthy insured lives. There is no doubt that occupation and habits are often more important factors than constitution in determining the duration of life, and there seems to be some reason for the demand made by a correspondent of the *Post Magazine* for a further discussion of the subject, and a relaxation of the present rules with regard to the rating of under-average lives.

THE CUBAN DEBT.—In the course of some comments upon this much discussed subject, the New York *Commercial Bulletin* says :—The London *Economist* gives no encouragement to the holders of the Cuban debt who have been hoping that so much of the debt as was incurred before 1895 would be assumed by the United States or forced by this country upon the government to be established in Cuba. The bondholders plead that the debt incurred before the recent insurrection began was for the purpose of internal improvement in Cuba and ought to be paid for by Cuba. The *Economist* thinks little of this equity. Most of this debt, it says, was incurred in putting down the insurrection of 1868-78, and very little of it, not one-tenth, was used for any purpose of internal improvement. This Cuban debt prior to the present war consists of 24,000,000 pounds sterling of the 6 per cent. loan of 1886 and about 6,500,000 pounds of the 5 per cent. loan of 1890. Leading members of the autonomist and of the loyalist parties in Cuba have protested against saddling the island with these debts incurred by Spain for imperial purposes, so the United States is not likely to support a proposition to impose their obligations on Cuba Libre. It would require over two and a half million pounds annually to take care of the debt incurred prior to 1895, and over six millions to take care of the debt since incurred, raising the whole debt charges to from eighteen to twenty-one millions, and the average deficits in the Spanish budgets in peace have been two and a half million pounds. A reduction of interest and probably of principal is inevitable, and Spanish papers are preparing the creditors for a programme of that sort.