

company notified both Taylor and Blackley that on account of their discovery of material misstatements in the application, the policy was void. Taylor died some three months after this notice was given, and a claim for the amount of his policy was made by Blackley.

The trial came on at Hamilton, and lasted four days, Mr. Aylesworth being counsel for plaintiff, and Mr. B. B. Osler for defendant company. About twenty witnesses were examined as to the habits of deceased and as to the family record. It was decided to submit questions to be answered by the jury. These, with the replies made by the jury, were as follows:

QUESTIONS FOR THE JURY.

1.—The 10th question in the application is: "To what extent do you use wines, spirits or malt liquor?" The answer is, "None." Was this answer true or false? Answer—True. Was the answer material to the contract or not? Answer—Material.

2.—The 11th question is: "Former habits of drinking wine, spirits or malt liquor?" The answer is: "For several years past a total abstainer and never to excess." Was this answer true or false? Answer—Untrue. Was this answer material to the contract or not? Answer—Material.

3.—In "Family record" a statement is made respecting deceased sister—which is "Two sisters died of some form of croup under two years; one sister died under two from some infantile disease." Was this true or false? Answer—Untrue. Did the statement set forth the whole truth on the subject? Answer—No. Was there any concealment in making this statement? Answer—Yes. What was the concealment, if any? Answer—Death of two sisters. Was the concealment, if any, material to the risk? Answer—Yes. Was this statement material to the contract or not? Answer—Yes.

4.—Did the sister Susan die of consumption. Answer—We cannot agree. Was the non-disclosure of the death material to the risk? Answer—Yes.

5.—Of which disease did the sister, Mrs. Jones, die? Answer—Not proven. Was the non-disclosure of her death material to the risk? Answer—Yes.

6.—Were the contents of the letters from Cromar to Murdoch of 18th and 21st November, 1893, communicated to the plaintiff? Answer—Yes.

The judge's charge appeared to indicate the opinion that the company had been misled and that they were justified in resisting the claim. The answers of the jury to the questions submitted are in all respects favorable to the company, and their unanimous verdict in favor of the defendant clearly upheld the refusal to pay the claim. Indeed, it is difficult to understand what grounds Blackley had in justice on which to base an expectation of getting his claim. He not only does not get it, but will have to pay the costs of the trial.

The Great West Life Company has won a signal victory for the guild of life assurance in this case, and deserves congratulation for the firmness of its course. It is well that people should be taught that policy-holders cannot depend upon procuring life indemnity by false pretences, as has, we fear, been only too often done already. We trust it may have an effect in favor of truth-telling in life applications. The verdict of this Ontario jury upholds the right of an insurance company to cancel a policy where there has been misrepresentation by the holder regarding habits or hereditary disease, and that says it may keep the money paid for premium.

MUNICIPAL FIRE INSURANCE.

Since our last article on this subject was written, the bill which was intended for the perusal of the Ontario Legislature has been withdrawn. The fact is satisfactory; and we are not sorry to think that the arguments of this journal have had something to do with the withdrawal. While, however, the immediate danger of the passage of such a measure is past, the pernicious idea that civic indemnity for fires is a proper and safe system has, we fear, found lodgment in the minds of not a few, and it is well to persist

in the attempt to eradicate it. The force of an instance given in our last, viz., the Agricultural of Watertown, is rendered greater by a fact of which we are reminded by a communication under date of 8th inst. Our informant says:

"You might have gone further in your illustration of last week. The Agricultural of Watertown, which entered Canada in 1870, sold out to the Canada Agricultural in 1876. It came back two years after the latter date and reinsured the risks of both the Canada and the Ottawa Agricultural, which had devoted themselves unsuccessfully to insuring farm risks alone. Both these concerns paid the Watertown large sums for reinsuring their risks, in one case between \$60,000 and \$70,000, and both of them failed, so that the proprietors of these companies paid sweetly for their experience in isolated risk insurance. After sixteen years further effort to make a profit out of that department of its business, the carefully and economically conducted Watertown company gives it up. What better proof can be adduced that they have attempted the impossible?"

Among the letters sent to this office on the subject one contains the following reminders of the havoc wrought by fire in Canadian villages and towns. It is written by a gentleman who has made a record of serious fires: "The following places have suffered severely enough to be crushing if they were under civic insurance, namely, Lindsay, Orangeville, Gravenhurst, Bradford, Collingwood, Meaford, Huntsville, Port Perry (twice), Trenton (never thoroughly swept), but had so many and large fires as to entitle it to a place." Within a few days Summerside, P.E. Island, and Goderich, Ontario, have experienced fires of \$40,000 and \$25,000 loss, respectively. Quite enough to sicken these places of civic insurance if such sums had to be made good out of their taxes.

IMPROVEMENT IN TRADE.

After so long a period of dullness and depression in nearly every description of business, it is gratifying to find signs of improvement in the conditions of trade in many directions. Sir Albert Rollit, president of the Associated Chambers of Commerce of the United Kingdom, in his address to that body in London last month, laid before his audience proofs, gathered from many financiers, manufacturers and merchants, of the substantial amendment in the commerce of Great Britain. And the official statistics for the first quarter of the year reflect the improvement, faintly, it is true, but perceptibly. Leading American trade journals testify to the gradual betterment of trade in the United States. Cotton and woollen goods are finding an increased demand at advancing prices; leather and leather manufactures show marked activity, the lumber trade is looking up, iron production is enormously enlarged, and employers of labor in various trades are beginning to advance wages and to stiffen their back-bones as to prices of their product.

In Canada, while the delayed opening of navigation by reason of the prolonged winter hinders spring trade, there are here and there signs of improvement. The returns of telegraphic traffic are not a bad index of the commercial movement, and we find from the statements of the Great North Western Company that its business for January showed a slight improvement over the very dull January of 1894, that of February a still greater increase, while in March, though the returns are incomplete, the figures at a number of points, especially in Ontario, are encouraging. A comparison of bank clearings for thirteen weeks up to the end of March shows an aggregate of \$235,097,000 in 1895, as against \$224,874,000 in same period of 1894. A turn for the better in prices has come in a number of articles, as was shown last week; the movement in dry goods is fairly active; the feeling in both wool and leather is strong, and altogether there is a good deal in the situation to warrant hopefulness.