The total amount paid to policyholders during 1908 was as follows:—

Death claims (including bonus additions)	$ 7,831,237 60
Matured endowments (including bonus additions)	3,418,029 69
Annuitants	346,344 40
Paid for surrendered policies	2,785,891 44
Dividends to policy-holders	1,741,293 53
Total	$16,122,796 66

Hence, for every $100 premiums received, there has been paid to policyholders $52.75, leaving $47.25 to be carried to reserve, expense and profits.

LEADING FIRE INSURANCE CASES.

Court Decisions for Underwriters to Keep in Mind—Statutory Conditions—Reversal of Decision on Certain Points by Supreme Court.

The detailed report of the Superintendent of Insurance, published this month, *inter alia*, contains digests of recent important legal decisions which affect various branches of insurance. Among those relating to fire insurance the following had to do with the interpretation and enforcing of statutory conditions in the now famous cases of Thompson v Equity Fire Insurance Company, and Thompson v. Standard Mutual Fire Insurance Co.

Storing Gasoline.

The words "stored" and "kept" in statutory condition No. 10 (*f*) exempting a fire insurance company from liability for loss or damage occurring while gasoline (amongst other things) is "stored or kept" in the building insured or containing the property insured, unless permission is given in writing, should be read together, and, so read, they indicate the continuous habitual storage or keeping of an article, pointing to a dealing in such article or having a storehouse therefor; and in these cases the procuring by a tenant and servant of the plaintiff, for his own use and purposes, of one-half gallon of gasoline, which he kept, without the plaintiff's knowledge, in the part of the insured premises which he held as tenant of the plaintiff, was not "storing or keeping" gasoline within the meaning of the condition. Mitchell v. City of London Assurance Co. (1888), 15 A. R. 262, followed.

Insurance by Mortgagee.

The defence of prior insurance not disclosed by the plaintiff when making his application for insurance was rested upon the fact that a mortgagee of the premises had, without the knowledge of the plaintiff, insured his (the mortgagee's) interest, and that, after the fire, he was paid the amount of the policy:—

Held, that statutory condition No. 8 does not apply to policies effected by others without the knowledge of the insured; the failure to refer to it in the proofs of loss was no breach of the condition; there was, as found, no fraudulent design.

Subsequent Insurance not Disclosed.

In respect of the defence of subsequent insurance not disclosed, it appeared that an additional insurance of $1,000 was placed upon the building by one of the defendant companies, to last for thirty days, if not sooner determined. The company did not determine the risk within the thirty days, but in correspondence with their agent expressed their willingness to continue it in the form of a policy at a three per cent. rate of premium. But before the instruction reached the agent the thirty days had expired; and on the day after the expiry the plaintiff, not having heard of the company's intention, effected an insurance for the same amount with another company, to whom, it was conceded, no reasonable objection could be made, and notice was sent to the defendant company, but before it reached them the fire occurred:—

Held, that the fair conclusion was that the defendant company were willing that the plaintiff should place further insurance on the building to the extent of $1,000, and by their own interim receipt consented to his doing so, and that the insurance with the other company was merely taken in substitution for the interim insurance already assented to—there being no pretense that there was any ground other than the question of premium for non-continuance of the risk by the defendants. Mutchmor v. Waterloo Mutual Fire Insurance Co. (1902), 4 O. L. R. 606, applied and followed.

Assignment to a Bank.

The fire took place on the 4th September, 1906. On the 15th November, 1906, the plaintiff assigned to a bank (his creditors) all his "right, title, and interest in or to any money which is or may become payable to him" under and by virtue of the policies in question and others, and authorized "the said bank to give a good discharge to the said insurance companies." No notice of this assignment was ever given to the insurance companies, and the insurance companies had no knowledge of it until long after the commencement of the actions. At the trial (October, 1907), the bank were added as plaintiffs by order of the trial judge *ab initio* and *nunc pro tunc*. About the 20th November, 1906, the plaintiff assigned to another creditor one of the policies in question, but expressly on the condition that the bank would relinquish their claim, which they did not do:—

Held, that at the time of the commencement of the actions the plaintiff had an interest in the insurances, and the actions were, therefore, not nullities, but were at most defectively constituted. The bank, not having notified the defendants of the assignment, and being aware of the institution of the actions, could not have been heard to complain if the defendants had allowed them to be carried to an end, and had paid in accordance with the judgment pronounced; but the defendants having raised at the trial the question of the constitution of the action, and the bank having, in the discretion of the trial judge, been joined as a plaintiff, there was no reason for withholding the benefit of the proceedings from the beginning. The trial judge, in the exercise of his discretion, saw no reason for imposing terms; no substantial injustice to the defendants had been occasioned thereby, and his discretion should not be interfered with. And, although the bank were not made parties until more than a year after the loss occurred, their remedies were not barred by statutory condition No. 22. The other assignment was subject to the consent of the bank, which was not given, and the defendants had notice of that fact; and their dealings with the assignee could not afford any answer to the actions.