

A re-assurance case of interest is reported in The Australasian Insurance and Banking Record. Patrick Moran assured his life with the National Mutual Life Association of Australasia, Ltd., for £25,000. One of the policies—for £5,000, dated January 2, 1908—was re-assured by the Australian Widows' Fund Life Assurance Society on the 20th of the month following. In May, 1909, Moran died, and eventually the plaintiff association paid the amount assured to the deceased's representatives. The re-assuring office refused to pay, contending that Moran, in effecting his original assurance, was guilty of misrepresentation in the answers given to the medical referees, and that the proposal and other documents on which the policy was granted by the association contained untrue statements; that, therefore, the plaintiff ought not to have paid the money, and that the defendant was in no way affected by its having done so.

When the case was tried before the Chief Justice of the State of Victoria and a jury in November, 1910, evidence was called for the defence with a view to proving that the assured had suffered from fits suggesting epilepsy. The jury found that there had been misrepresentation as to the state of his health by the insured, but that the association, in making the settlement as it did, acted in good faith on the information before it. Thereupon, counsel for the plaintiff company claimed judgment in its favour, contending that the responsibility of making inquiries as to the health of the assured rested on it as the original assurer, and that the mere fact that evidence had been subsequently obtained which showed that the insured person misled the association was immaterial.

In view of this contention, which raised a legal point of much importance, the Chief Justice decided to defer judgment, but on April 10 last he, without calling on counsel for the defendant society, gave judgment in its favour, with costs. In his opinion, he said, the wording of the claim in the policy of re-assurance relied on by the plaintiff did not alter the position. If there had been deception the defendant society was entitled to take advantage of it at any stage. It is expected that this case will be taken to the Court of Appeal.

Judge Pollock, of the Federal Court at Topeka, Kan., has rendered a decision that the State of Kansas, under the law passed in 1909, can regulate fire insurance rates. The briefs filed for the companies attacked the Kansas rate regulation law on various grounds, the principal point being that it was unconstitutional in that it was the taking of private property without due process of law and that the insurance business was not affected with the public use to an extent justifying State regulation. The case will be appealed to the Supreme Court.

The Law Fidelity and General Insurance Corporation of London, England, and Perth, Scotland, is making an issue of 400,000 shares at \$10 each in the United States and Canada through Messrs J. G. Feist & Co., bankers of Harrisburg, Pa. This Company is controlled by the General Accident Fire & Life Assurance Corporation, of Perth, Scot-

land, and has carried on a limited re-insurance business in Great Britain and New York City. It is proposed to enter the Law Fidelity Corporation for direct fire business in the United States, and, eventually, Canada.

Advices from Crookston, Minn., state that verdicts aggregating \$9,742 for fire loss in Minnesota have been given against the Canadian Northern Railway. Twelve cases were in question and in each the verdict was for the plaintiff. One of the plaintiffs is the Lumber Underwriters, and it is stated that the verdict in their case is important, owing to the fact that other insurance companies are combining their losses, amounting to \$825,000, preparatory to starting a suit against the Canadian Northern. It is stated also that about fifty other suits are pending and others will be started owing to the verdicts that have been recovered.

We notice an account of the visit of a Canadian insurance broker to Philadelphia, to hunt up the officers of a worthless mutual with its nominal office in that city. The policy, it appears, was in response to an answer to one of the familiar circulars sent out from this city. The policy was on an opera house near Toronto, and burned several months ago. Up to the loss paying point the sponsors for the Company answered letters, gave directions about the adjustment and were fair on the surface, but when the good cash was demanded they were not in it. The Canadian followed the sharpers as far as possible, and then left disgusted.—Insurance Monitor.

Mr. Frederick L. Hoffman states in The Spectator, of New York, that the suicide rate of American cities decreased to 19.7 per 100,000 of population during 1910 against an average of 21.0 for 1909 and 21.8 for 1908. The present downward tendency of the suicide curve is not, however, in his opinion, likely to be permanent, but rather in conformity with past experience to be followed by a further increase during the next few years. "While it is no doubt true," says Mr. Hoffman, "that education diminishes certain forms of crime, it is equally true that with increasing intelligence more subtle modes of deception and fraud tend to increase, and particularly is this true in life insurance experience unless every reasonable precaution is adopted on the part of the companies to safeguard their interests against costly deceptions of this kind."

The Dominion Life Underwriters' Association is holding its annual convention this week at Winnipeg. It opened on Wednesday, and closes today. The local underwriters had made energetic preparations for the reception of the visitors who come from all parts of the Dominion, and an agreeable programme of amusements has diversified the business taken in hand. Additionally to the routine business incidental to an annual gathering, a discussion was arranged on "The Best Method of Closing an Application. Is there a Psychological Moment? If so, how can the agent recognise it?", and a debate took place on the question of the number of plans of insurance in the present rate books. Another feature of the programme arranged was an address by Mr. Henry