fore, making no headway in the United Kingdom, but is losing heavily.

It is gratifying to note that, since the American tobacco syndicate boastfully announced its determination to "capture" the British tobacco trade, and, in fact, the tobacco trade of the world. the business in the United Kingdom has immensely increased, with great profits to the home manufacturers. At Bristol one firm, employing nearly 3,000 people, is now enlarging its factories to enable it to employ 1,200 more. At Nottingham and Glasgow similar enlargements are being made.

RECENT LEGAL DECISIONS.

FOREIGN INSURANCE COMPANY'S CANADIAN DEPOSIT.—The Covenant Mutual Life Association of Illinois was insolvent when a winding-up order was made in Canada in May, 1900. It had gone into liquidation in the United States five months before. In the Canadian liquidation proceedings before the Master in Toronto, the Government deposit required by the Insurance Act was found sufficient to cover the policyholders' claims, and there was a balance of $1,900 remaining. The Master refused to allow interest, and from this ruling the policyholders appealed. The foreign liquidator claimed that the deposit was an asset of the insolvent Company, sent from its head office in Galesburg, Illinois, and as it appeared that the policyholders in the United States would not be paid in full, he asked that the surplus mentioned should be remitted there. Chief Justice Falconbridge holds that the case was one in which a jury could and should have allowed interest at the legal rate. He said that the general rule as to non-payment of interest in insolvency cases did not apply, the question being simply one as to the application of the deposit under section 107 of the Insurance Act; and the Company being able to pay in full in Canada should do so, and he allowed the appeal.—(Re Covenant Mutual Life Association of Illinois, 1 Ont., Weekly Rep., 392.)

LIFE INSURANCE—NEGLECT TO READ THE POLICY.—A contract for life insurance, according to a judgment of the Supreme Court of Canada, is complete on delivery of the policy to the person insuring, and payment of the first premium. The Court holds that where the insured is able to read, and has ample opportunity to examine the policy, and is not misled by the company as to its terms, and is not induced not to read it, but neglects to do so, he cannot, after paying the premium, be heard to say that it did not contain the terms of the contract agreed upon. In this the Supreme Court reversed the judgment of the Ontario Court of Appeal. —(Mowat *vs.* Provident Savings Life Assurance Society, 22 Canada Law Times, 221.)

FIRE INSURANCE—SURRENDER OF POLICY.—The owners of certain lumber had, with other insurance, a policy with the Royal which was to run until 21st January, 1902. Desiring to surrender this policy the lumber owners, on the 30th of May, 1901, wrote a letter to the agent of the Royal at Barrie, Ontario, and enclosed the policy with a surrender endorsed upon it, and asked for its cancellation as of the 5th of June, and of a return of the unearned portion of the premium. By mistake the letter was directed to Parry Sound, and did not reach the Company's agent at Barrie until 6th June. A fire commenced in the lumber shortly before midnight on the 5th of June and was extinguished on the 6th. Under these circumstances the owners brought an action upon the policy. Mr. Justice Falconbridge sustains the action. He holds that the letter was not a sufficient notice to satisfy the 19th statutory condition, which provides that insurance may be terminated by the assured giving written notice to that effect to the company or its authorized agent; also that the receipt by the agent of the letter was not a sufficient receipt to satisfy condition 23, which defines what constitutes written notice to the company, and says, *inter alia*, that written notice to a company for any purpose of the conditions may be by written notice in any manner to an authorized agent of the company.—(Skillings *vs.* Royal Insurance Company, Osgoode Hall, Toronto, 6th June, 1902.)

ACCIDENT INSURANCE.—An accident policy was issued to a railway employee, who was insured as a baggageman, and it contained the following conditions:—"(1) If the insured is injured in any occupation or exposure classed by this company as more hazardous than stated in said application, his insurance shall only be for such sums as the premium paid by him will purchase at the rates fixed for such increased hazard." (There was no classification of "exposure" by the company.) "(2) This insurance does not cover death from voluntary exposure to unnecessary danger." The baggageman was killed while coupling cars, a duty generally performed by a brakesman, whose occupation was classed by the company as more hazardous than that of a baggageman. The Supreme Court of Canada holds affirming the Ontario Court of Appeal, and sustaining the judgment at the trial, that as the baggageman was only performing an isolated act of coupling cars, he was not injured in an occupation classed as more hazardous under the first of the above conditions. The evidence showed that the insured was in the habit of coupling cars and, therefore, probably did not consider the operation dangerous; and it was also held that there was no voluntary exposure to unnecessary danger within the meaning of the second condition.—(McNevin *vs.* Canadian Railway Accident Insurance Co., 22 Canadian Law Times, 223.)

Correspondence.

We do not hold ourselves responsible for views expressed by correspondents.

TORONTO LETTER.

Toronto Board Matters—The Threatened Street Railway Strike—Its Possible Consequences—Civic Fire Insurance Unremunerative—An Increased Rate Necessary—Gasoline a Possible Factor in the Pavilion Fire—Mr. Alf. Smith Receives a "Home" Agency.

DEAR EDITOR,—At the last monthly meeting of the Toronto Board an adjournment over the summer holidays was authorized. The next meeting will be held on 8th September. Meanwhile Mr. Secretary McCuaig, who takes no special holidays, and his staff, will supply the requirements of local business, now so well in hand, as regards rates and kindred matters. Owing to the strike amongst electricians and electric workers all installation of new plants and the necessary inspections consequent on these operations are suspended. Mr. A. B. Smith, the efficient Electrical Inspector for the Toronto Board, has taken advantage of this stagnation in his department and gone off for his vacation. *Apropos* of strikes, we are threatened with a Street Railway employees' strike, which I hope may yet be averted, and from indications I think it will be by means of a compromise between the Company and the men. We can hardly realize all it might mean to have a disturbance of this kind in Toronto. So many different interests would surely suffer, many of them severely, if there was a prolonged tie-up. Nor would the interests of fire insurance be without menace in such a case. If trouble arose we would be liable to cutting of the wires and possible resultant fires. A gather-