I am not aware that any of our other representatives used the documents in question, as they well understand that I am and always have been strongly opposed to the use in any manner or form of anonymous documents tending to injure the reputation of a competing company, but I will communicate with all my company's agents, warning them, on pain of instant dismissal, against using such document, if by any chance it has come into their possession, and also requesting them to send me any copies they might have on hand.

Respectfully yours,
(Signed,) J. F. JUNKIN,
Managing Director.

RECENT LEGAL DECISIONS.

Territorial Limit of Insurance Agent.—The Insurance Company of North America appointed a general agent for Dothan and vicinity, in Alabama. This agent employed a canvasser to go about in his district soliciting insurance, and gave him application blanks with instructions to say, that the risks were covered from the day the applications were received. On one trip the canvasser went to a town 35 miles away, had an application signed by a firm of merchants, forwarded it to the agent, collected the premium and, depositing it in a local bank, advised the agent that it was there. In three weeks the stock was destroyed, but the agent having been away from home did not receive the application until after the fire. The merchants sued the company, but failed because the town in question was not within the territory of the agent.

The Supreme Court of Alabama held that a general agent is empowered to appoint sub-agents to do for the company what he himself is empowered to do. Such sub-agents are presumed to be necessary for the proper representation of the company's interest throughout a large territory, and their appointment is to be considered as impliedly authorized by the company. The principle that an agent may not delegate his authority does not apply in such cases, though the service is inherently of a personal character. It is not to be presumed that a company expects or intends that a general agent, in a foreign State, will give personal attention to all its affairs, and he himself make every contract of insurance within the territorial limit of his agency. But the agent cannot bind his principal beyond such limits. To hold otherwise would lead to most astounding results, it would deprive a principal of all power to circumscribe the territory to be covered by the agent; to deny him the right to confine the exercise of the delegated authority to a particular town, or county, or State, or even country. An agent for Dothan and vicinity might not only exercise his authority in respect of property situate in Mobile, or Chicago, or California, or Maine, or Canada, or China, but he might appoint sub-agents in monopolize and carry on the company's business in all those distant places and countries. The authority of a general agent in the broadest sense within the prescribed area, cannot be exercised either by himself or through sub-agents outside of the territorial limits set down in his commission. (Insurance Co'y. of North America v. Thornton, 30 Southern Rep. 614).

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Insurance for the Indemnity of a Trust Estate.—A father in North Carolina was appointed legal guardian of the estate of his two infant children, and had to furnish bonds for its due administration. For the purpose of protecting his children and his bonds-men from any loss which might occur to the estate he insured his life in favour of the infant children. Upon his death his executrix claimed the insurance moneys, alleging that the policy was really in the children's name as trustees for his estate. The Supreme Court of the State held, however, that the children had a vested interest in the moneys, and decreed that they should go to the new guardian for the benefit of the children's estate. (Herring vs. Sutton, 39 S. E. R. 772).

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Directors' Relation to Officers.—The House of Lords has decided that a director of a company, acting honestly himself, will not be held liable for negligence in trusting the officers of the company under him, not to conceal from him what they ought to report. This arose on the appeal by the liquidator of the National Bank of Wales, asking that Mr. Cory, one of the directors, should be made to pay damages. It was also held, that where the paid-up capital of a company was being constantly diminished by bad debts, but the annual reports and balance sheets concealed the truth from the shareholders, stating that proper provision had been made for such debts, and dividends were declared on that footing,—that a director who joined in the reports was not personally liable for such improper payment of dividends, if he could show that he believed the statements to be true, and had taken reasonable care to ascertain the truth. (85 Law Times, 257).

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Stockbroking.—The English Court of Appeal has held that a stockbroker is justified where he is carrying a number of shares for a customer in closing part only of the account as against the customer, and in carrying over the rest, where it is impossible for him to find the money necessary to carry over the whole account. (Cullum vs. Hodges, 18 Times Law Reports, 6).

PERSONALS.

Mr. Charles D. Cory, Toronto, favoured us with a call on 4th inst.

Mr. H. S. Craig, formerly of the Montreal staff of the Merchants' Bank of Canada, has been transferred to the branch of the Merchants' Bank, Winnipeg.

Mr. R. Deschambault has been appointed manager of the St. Jerome branch of the Hochelaga Bank.

Mr. A. L. Eastmure, vice-president and managing director of the Ontario Accident Insurance Company, Toronto, was in the city to attend the funeral of Major Bond, who was a director of the Company. Mr. Eastmure was in high spirits over the business in which he is interested, but he regards accident insurance interests as being injured by the quite needless cutting of rates that some indulge in, that only disturbs business without adding to its volume.

Mr. A. M. M. Kirkpatrick has been appointed special agent of the Home of New York for Ontario. Messrs. Wood and Kirkpatrick will be its Toronto agents, and Evans & Johnson will be the Home's Montreal representatives.

Mr. Frank Harrison Pope, assistant Inspector of Ontario Bank, has our congratulations and best wishes on his marriage.

Messrs. Evans & Johnson have been appointed Montreal Agents of the Home Fire Insurance Company. Mr. F. W. Evans has been appointed Chief Agent for the Dominion. This well known firm is now excellently equipped, for it represents British, Canadian and United States companies, namely, Manchester, Sun, British America, Ætna and Home.