spection department of any fire insurance company is bound to tell favourably on its loss register, and in other ways prove its value as the time goes on. Well-trained fire inspectors are the allwary scouts of the insurance field. They warn us what to avoid, and whom to avoid. Singly, it may be, they work, and silently, and their communications and acquired knowledge are solely for their chief of staff, the manager, and, if he be well advised, he will appreciate their information and suggestions. When efficient men, these are the Baden-Powells of the fire insurance army of workers in the field.

Subpoenas, second round, have been served out in the case of Thomas Hunter versus Wm. Boyd, and certain of the Toronto fire insurance agents, calling upon the recipients to attend the trial of this case on 25th instant. The last subpoenas bore date of 12th December, and so long a time has elapsed, the trial being delayed that most of us supposed this vexed question, as it appears to be, had been settled out of court, as it ought to be, so far as my acquaintance with it extends. However, it bobs up in Lent to afflict us who are called in re. I used up so much of valuable time in that memorable Eaton case, which had a sort of fool-fascination about it, that the inside of a court house has no charms for me now. If the above dispute ever does come to a fight, it will have plenty of interest for others of the insurance fraternity, besides those who are called as witnesses.

The secretary of the Toronto Board reports having made some five hundred changes in ratings since the late advance in rates, and expects to have all risks affected, re-rated and published by end of next week. This is considered prompt work, as the labour of re-setting and revising is considerable. I hear that for the most part the public are paying the increased premiums satisfactorily, and this is noteworthy. In some cases so much as two dollars per hundred dollars advance has been made.

Amongst recent changes in agency, I would mention that Mr. Herbert A. Shaw has succeeded to the local agency of the Gore Fire Insurance of Galt, Mr. Carl Reed having resigned, to join his father, Mr. J. B. Reed. The Toronto agency of the Atlas Fire has been transferred to Messrs. Love & Hamilton, who are Toronto agents of the Lancashire Fire, the resigning agents of the Atlas are Messrs. Geo. W. Wood & Son. Both these changes are in the line of concentration of companies in fewer hands, a policy which we have been told to look for.

Yours,

ARIEL.

Toronto, 12th March, 1901.

RECENT LEGAL DECISIONS.

LIABILITY TO PAY PREMIUM.—There are some people who think that they may apply for insurance, and, after putting a company to the trouble of investigating the risk and preparing a policy, then back out; so long as they have not paid the premium. One Cronk, a London, England, farrier, had this view. He sent to the General Accident Insurance Corporation a proposal form, for a policy of indemnity against claims in respect of drivers' accidents; the proposal was to be the basis of a contract between himself and the company, and, if the risk was accepted, he was to pay £13 when called upon. The company prepared a policy, and sent an agent to deliver it. Cronk was busy and told the man to call again, and before he came back, wrote the company that he did not desire to proceed with the insurance. The company then sued for £13, the premium, in the City of London Court, and obtained a verdict, but only for a nominal sum. From this both parties appealed to a bench of Judges in the High Court, the company contending that they were entitled to the full premium as damages because the contract of insurance was complete when the policy was executed. For Cronk it was argued, that the execution of the policy was not an acceptance of the proposal, but was a counter-offer by the company, which required Cronk's acceptance to make the contract complete, and besides the policy was not in terms of the proposal.

The Court allowed the company's appeal, and gave them judgment for £13. Mr. Justice Wills said that the defendant in his proposal undertook, if the risk was accepted by the company, to pay the premium. That meant that as soon as the risk was accepted, he became liable to pay the premium; and it did not mean, as was contended on his behalf, that before he could be asked for the premium he must approve of the policy tendered to him. He must be taken to have applied for the ordinary form of policy issued by the company. If the wrong form of policy was tendered to him, he, no doubt, had the right to insist on receiving the correct one. But the mere fact that the wrong form of policy was tendered to him did not relieve him from the obligation to accept the policy for which he did apply, or from the obligation to pay the premium. General Accident Insurance Corporation v. Cronk, 17 Times Law Reports 233.

THE LAW AS TO MONEY-LENDING.—In a late English case the contention was raised that bargains between the public and money-lenders are to be regarded with the same suspicion, and are subject to be set aside in the same way, as are bargains with expectant heirs. A farmer of full age had borrowed two sums of money, and the Master of the Rolls in referring to the transaction said that, there could be no doubt that the terms imposed by Isaac Gordon, whom he would call a notorious money-lender, were hard terms, but that was really not material to the case. The farmer when sued on the two promissory notes by Gordon's executor, pleaded also that there had been a promise, that when the notes should be renewed, the terms would be easier. On renewals, as it turned out, about the same interest was charged, at the rate of £50 for the use of £125 for seven months. The jury, as juries always do, answered the seven questions left to them, all in favour of the farmer, and the trial judge entered judgment for the defendant. The plaintiff carried his into the English Court of Appeal, where all the judges concurred, that the notes must be paid, and decided that the doctrine of equity above mentioned, as to bargains with expectant heirs, has no application to the ordinary case of a loan by a money-lender. One of the Lord Justices said, that the findings of the jury were, in his opinion, extravagant, and there was