

shown that the increase was fraudulent or unnecessary, although the change increases the assessments to such an extent as to render them prohibitive to persistent members. *Gaut v. Mutual Reserve Fund Life Association*, 121 Federal Reporter 403.)

LIFE INSURANCE, KNOWLEDGE OF EXAMINING DOCTOR.—The Supreme Court of Arkansas lays down, that the knowledge of the examining physician of a life insurance company, that the answers written down by him in an application for a policy are false, prevents the company from taking advantage of any such false answer to forfeit the policy, because in effect the company knows the same to be false at the time the contract is entered into.

The same court also declares that the interest of a beneficiary in a regular life insurance policy is a vested one, and the insured cannot change the beneficiary without authority derived from the contract itself. (*Franklin Life Insurance Company v. Galligan*, 73 S. W. Reporter 102).

ADDITIONAL FIRE INSURANCE WITHOUT CONSENT.—A policy issued by the Anchor Fire Insurance Company, provided that it should be void, if additional insurance was effected without the company's consent. While the policy was in force the insured wrote the company asking their consent to additional insurance, and enclosed the policy in his letter, so that their consent might be endorsed upon it. The company retained the policy without responding to the letter or the request for about a month, and two days before a fire notified him of a premium becoming due in about another month. In an action on the policy in Iowa it has been held that the question, whether the company impliedly consented to the additional insurance and waived the forfeiture by reason of the same should be left to the jury. (*Lutz v. Anchor Fire Insurance Company*, 94 N. W. Reporter 274).

ACCIDENT INSURANCE, CROOKED LEG.—While the insured was crossing the street, after leaving an electric car, he fell upon the track and injured his right knee, resulting in a complete disability within the terms of his accident policy. The Court of Appeals of Maryland, lays down the following propositions of law in the action which he brought upon his policy.

It is not a breach of a warranty of physical soundness in an application for accident insurance, that the applicant's leg is slightly curved, and therefore more susceptible of inflammation from future accidents than a normal leg would be.

It will not terminate the insured's right to weekly indemnity on his accident policy, that after an accident to his knee, resulting in complete disability, he prematurely went upon the street, thereby bringing on a hemorrhage of the knee, and prolonging his disability.

The burden of proving a breach of warranty in an application for accident insurance is on the company. (*Maryland Casualty Company of Baltimore v. Gehrmann*, 54 Atlantic Reporter 678).

Notes and Items.

At Home and Abroad.

THE "COMMERCIAL," Winnipeg, republished our article on The Canadian Pacific Railway, based on a Boston circular.

THE BANK OF COMMERCE is about to erect an office building at Portage La Prairie. It has also leased premises at Regina and Winnipeg.

OTTAWA CLEARING HOUSE.—Total for week ending May 21, 1903—Clearings, \$2,025,641.01; corresponding week last year, \$2,195,456.36.

HEALTH INSURANCE.—The amendment to the charter of the Hartford Life, permitting the company to write health insurance, was adopted at last week's meeting of the stockholders.

IMPERIAL LIFE.—At a meeting of the directors of the Imperial Life Assurance Company of Canada, Mr. A. E. Ames was elected president of the company, to succeed the late Sir Oliver Mowat, and Mr. G. Cox, managing director, was elected a vice-president.

PUBLIC HEALTH IN ENGLAND.—The last return to hand of the Registrar General shows average death rate of 76 of the largest towns in England and Wales to have been 15.6 per 1,000, on a population of 15,100,000. In London the rate was 15.2 per 1,000, showing the metropolis to be one of the healthiest cities in the world, as it is owing to its sanitary arrangements.

FARMERS' RISKS.—There is a popular belief that a man who lives in the country is in no danger of an accident. The popular belief is not well founded. The farmer, in particular, runs many risks. He is liable to be kicked by his horse, gored by his bull, thrown out of his trap, and in the various farming operations he is in danger of spraining his ankle, cutting his fingers, and breaking his limbs.—"Business, Manchester, England."

RESERVES A DEBT.—The Circuit Court at Detroit has decided that the reserve fund of a life insurance company must be considered as a debt, and so must be deducted from the company's credits when the assessors are making up the tax list. The issue was raised by the Michigan Mutual Life, which complained that it would be put out of business if the \$7,000,000 assessment levied against it was permitted to stand. The court also issued a writ of mandamus ordering a reduction in the final assessment against the company from \$7,000,000 to \$2,955.

GOOD TALENT IN DEMAND.—The "New York Commercial Bulletin" considers that, "There are probably more special agency positions open at the present time than for many years in the past. There is a demand for good special agents, but some companies seem to go on the idea that they can get first-class talent at a very small price. It is to be deprecated that the tendency during the last few years has been to engage ordinary men in field work rather than select high-class special agents and pay them adequately for their services. A poor field man is an expensive luxury. A good field man is worth considerably more to a company than his salary. With values of all kinds increasing and with the greater demands being made for labour in all directions, companies should recognize the fact that it costs more for their employees to live than heretofore."