When a Fire Insurance Agent is Ill.

The clerk in the office of a local fire insurance agent has no authority during the illness of his master to sign interim receipts in the name of the latter. This is the effect of a decision of the Ontario Court of Appeal, delivered on the 30th of June, 1898.

One Cosgrove, of Berlin, Ontario, desiring insurance on his toy factory, went to the local agent of the Keystone Fire Insurance Company at that place, and saw him at his house where he was ill. The agent not feeling well enough to transact business referred Cosgrove to his clerk, and also told his clerk to take the application. The evidence showed that the agent meant that the clerk should receive the application and submit it to the head office, whereas the clerk understood that he was to accept the risk and issue a receipt. The clerk accordingly issued a provisional receipt to which he signed his master's name, adding his own initials, and received payment of the premium from Cosgrove. The application was at once forwarded by the clerk to the head office of the company at St. John, N.B., but before it reached there, a fire took place, and a few hours after the letter containing the application did reach its destination, a telegram followed announcing the fire. The company at once repudiated what had been done by the clerk, and refused to pay the loss. The judge who delivered the opinion of the court remarked that it was a hard case, and that he was unwillingly obliged to find that the company was not bound by the act of the agent's clerk. It was also pointed out by the judge, that a company is entitled to the opinion of its own agent with regard to the information which it is usual for a company to require from its local agent, when he forwards an application for consideration.

Correspondence.

We do not hold ourselves responsible for views expressed by Correspondents

TORONTO LETTER.

Recent C. F. U. A. Legislation on Endorsement Fees.—Agents' objections thereto.—Toronto Board in recess.—Holidaying and easy hours prevail.—Life is worth living in Toronto.

Dear Editor,—The possibilities of annoyance and bother, so frequently manifested in connection with, and growing out of, comparatively small and trifling matters, is now being demonstrated, as a result of the late pronouncement of the C. F. U. A. regarding that item of revenue or impost known as the Endorsement Fee. This matter of fifty cents, according to rule, is chargeable for all transfers, assignments, removals, and so on. The Association now orders that, commencing on 22nd June last, and in future, no Company shall allow its agents more than the usual 15 per cent. on endorsement fees; always excepting Toronto, Montreal, and Quebec—those three cities of refuge, within whose privileged walls so many exceptions to General Rules and Regulations find sanctuary. Hitherto, the general practice of Companies has been diverse; some allowing their agents the whole fee; others, the greater number perhaps, one-half of the fee, whilst the remainder look on the fee as an extra premium, and require the agents to account for it as such, and subject to the usual commission. Following the Instruction, the Companies have notified their agents, and now complaints many and loud are coming in from all parts from those who have enjoyed the whole, as well as those who had only the half fee. The agents in London have met together and drawn up a document to be signed individually and sent to each Head Office. They express very plainly their "disfavor" of the new rule, and go so far as to "expressly deny the right of the Association to so interfere," and ask that each Company member of the Association, so requested, will have the obnoxious regulation withdrawn. Evidently these gentlemen feel sore, and certainly they have some reason to. They make out a good case for themselves, when they plead that what they hitherto received under their respective arrangements has not more than repaid them for the work involved. Often a resurvey—always, some writing, reporting, and accounting to Head Office, and often some extra trouble in collection. They might with truth have added that not seldom the generosity of some one agent in not requiring a fee at all results in other agents, his fellows, having to do likewise, so that not infrequently they have to do some of the work for no pay. It may be that agents in other cities and towns have asked for a like reconsideration of the enactment referred to. I do not quite see any prospective benefit, at all worth the while of the Association, in disturbing at this late day arrangements, whatever they were, between offices and their representatives. It seems to me that the dignity and influence of the C. F. U. A. are not increased by marked cognisance of, and legislation in, so small a matter. It is not unlikely that there are members of the Association whose views coincide with mine, and it would not surprise me if, at the next session of the Association, this ungracous and untimely rule as to endorsement fees was repealed. The Toronto Board of Fire Underwriters has gone into a much needed summer recess until the first Monday in September. The early closing of insurance offices in this city, during the months of July and August, at 4 p.m., appears to be very generally observed. It has been remarked how very careful Toronto people are of their health, and how zealous we all are in taking what the doctors call "needful recreation." Business houses of all kinds, including insurance offices, open later and close earlier than in Montreal. In this way we keep our good looks, and avoid "that tired feeling" which is the inevitable result of over work. Most of us take Wednesday and Saturday half holidays as well, so as to cross the lake with the frequent happy throngs, and we neither hurry nor worry ourselves in any way. The conditions of life in Toronto are delightful, and the lot of even the poorest and lowliest amongst us is not without some pleasure.

Yours, *Ariel.*

Toronto, 4th July, 1898.

LONDON LETTER.

22nd June, 1898.

FINANCIAL.

Mr. Hooley has received five thousand letters of sympathy, not to mention the ten dollars in gold, that somebody sent him to help him over the litigation! He is still preparing a complete statement of affairs, and drawing up a list of the papers of repute and disrepute that have blackmailed him so successfully. In the intervals he receives the swarms of interviewers who were put on his track. Just after the announce-