

spontaneously inflammable in air, and which, therefore, would ignite the acetylene. With good carbide, and with a proper generator, there is little or no risk in producing acetylene. Liquefied acetylene, or the gas if subjected to compression, should not be used under any circumstances. An Order of Council has declared acetylene to be an explosive within the meaning of the Act when subjected to a higher pressure than 20 inches of water above that of the atmosphere (*i. e.*, about 11-10th atmosphere). Hence the pressure of the gas in the generating, storing and distributing apparatus, or in any part of it, should never be allowed to exceed this limit. Acetylene requires to be burned at a much higher pressure than coal gas, hence particular attention must be paid to the gas fittings in order to prevent leakage, and the possible formation of an explosive mixture with the air. Calcium carbide must be stored in such a way that water, or even air containing moisture, as it always does, cannot come in contact with it—that is to say, it must be kept in strong, hermetically sealed drums or cases. According to some authorities no copper or brass should be used in the fittings of the generators, because under certain conditions acetylene is capable of forming a very explosive copper compound. Probably there is little or no chance of this happening if the best carbide only is used, for then the acetylene will be pretty pure. Altogether it appears that with proper precautions there should be little or no more risk in using acetylene than in using coal gas. At the close a most hearty vote of thanks was accorded to Dr. Henderson for his interesting and instructive address.

MANCHESTER FIRE ASSURANCE COMPANY.

The Balance Sheet and Yearly Statement of Accounts of this excellent Company for the year 1897 are clean, concise and eminently satisfactory. Benefitting by the acquisition of the business of the Companies now merged in the Manchester, the Capital Accounts, and Reserve Funds continue to grow in strength. The net premiums for the past year amounted to some \$4,250,000, from which had to be deducted losses (57.8 per cent.), \$2,455,000, and the expenses in connection with the conduct of the business \$1,485,000, leaving a surplus of about \$310,000.

With the handsome increase of some \$600,000 in premiums and the ratio of losses to premiums reduced, the officials of the Manchester have good reason for rejoicing at the prosperous condition of their old yet ever-progressive Company. An excellent idea can be formed of the extraordinary growth of the insurance business from the figures representing the total assets of the Manchester which have increased in the past year by some \$410,000. In 1890 the funds in hand were \$1,837,000, whereas in Dec. last, seven years later, the total has reached \$4,730,000.

Examination of the assets of the Manchester show a very comfortable condition of things, no less a sum than three millions of dollars being invested in railway debentures, United States Government and municipal bonds, and Canadian and Cape of Good Hope Government Stock.

Altogether the Manchester promises to continue increasing in size and strength, and ought to give great satisfaction to its shareholders, who will receive as a dividend and bonus on April 5th, the snug amount of \$100,000. We are quite certain that no small share of the success and popularity of the Company in Canada is due to its good representative, Mr. James Boomer. The Directors, we note with pleasure, cordially acknowledged the valued services rendered by the various Local Boards and Representatives of the Company at home and abroad.

FIRE INSURANCE.

THE BRITISH AND COLONIAL DECISIONS AFFECTING—
REPORTED IN 1897.

(Compiled by R. J. MacLennan, Toronto, for the CHRONICLE.)
(Continued from previous number.)

5. CHANGE MATERIAL TO THE RISK.

CHATTEL MORTGAGE.—A policy covering a factory as well as its machinery and other contents contained a condition making the insurance void, if the property should be sold or conveyed, or the interest of the parties therein changed, or if the policy should be assigned without the consent of the company obtained in writing thereon. The assured having given a chattel mortgage on the property, it was held that his interest therein had changed, and the policy had accordingly become forfeited.

Torrop vs. Imperial Ins. Co., 26 S. C. R. 585.

6. INSURANCE IN OTHER COMPANIES.

FURTHER INSURANCE.—A warranty that property shall not be insured beyond a named amount means that it shall not be effectively insured to a larger amount; and such a warranty is not broken by the assured taking out a new policy to cover the probable deficiency upon a policy effected with a company which has become insolvent, although the total nominal amount insured is thereby made to exceed the amount limited by the warranty.

General Ins. Co. of Trieste vs. Cory (1897), 1 Q. B. 335.

During the illness of an insured, his son applied for \$1,000 additional insurance in another company; the father did not know of the new insurance until after he had suffered a loss. The only notice to the first company of the additional insurance was in the proofs of loss presented by the insured. In an action to enforce this policy the company was held not liable, as the insured had not complied with a condition on his policy requiring him to give notice of any additional insurance, and that even if he had the company would still have the option of refusing their consent, and thereby rendering the policy void.

Temple vs. Commercial Union, 33 C. L. Jour. 446.

7. THE INSURANCE AGENT.

GENERAL AGENT.—The authority of a general agent is restricted to the range of his employment, and to such acts as a prudent and ordinarily sagacious person might expect him to perform. The possession of blank policies and renewal receipts signed by the president and other principal officers is some evidence that he is a general agent with authority to complete the contract. It should not, however, be expected that a general agent has authority to receive a chattel in payment of a premium, or to credit the premium on his own debt to the assured, for this would be out of the usual course of business. There is nothing in the ordinary course of business to make it unreasonable for an agent to take a premium note.

Merchants' Accident Ins. Co. vs. Pudsey, 27 S. C. R. 374.

DEALING WITH THE ASSURED.—Where a Company accepts its agent's promissory note in discharge of an account current between them, in which account the agent is debited with the amount of a premium for which the agent took the assured's note, that affords no presumption that the Company intended to treat its own agent as agent for the assured, or the insurance as subsisting contrary to the terms of the contract with the policyholder.

London & Lancashire Life Assce. Co. vs. Fleming (1897), App. Cases 499.

WAIVER BY.—An agent with powers limited to receiving and forwarding applications for insurance has no authority to waive a forfeiture caused by a transfer of the property without his Company's consent.

Torrop vs. Imperial Ins. Co., 26 S. C. R. 585.

8. LOSS, PROOF AND PAYMENT.

NOTICE OF LOSS.—A notice of loss delivered to the Company on the twentieth day after the fire is not a compliance with a condition of the policy which requires that such notice shall be given forthwith after loss, and compliance with such stipulation is a condition precedent to an action upon the policy.

Manchester Fire Assce. Co. vs. Gurin, 5 Quebec Q. B. 434.

WHEN TWO COMPANIES PAY.—When the same premises are insured against fire in two different Companies, and there has been a fire in respect of which each has paid the loss, this is a state of things which must be got rid of.

West of England Fire Ins. Co. vs. Isaacs (1897), 1 Q. B. 226.

9. SUBROGATION.

ASSURED MUST PRESERVE REMEDIES.—A policy of fire insurance being a contract of indemnity, the Company upon payment of a loss is entitled to recover from the assured, not merely the value of any benefit received by him by way of compensation from other sources in