CHANGING THE BENEFICIARY.

The case of Neary vs. Metropolitan Life was one in which the insured attempted to change the beneficiary without fully complying with the requirements of the Company the facts being as follows:

In 1913, John Neary and Catherine, his wife, joined in an application to the Metropolitan Life Insurance Company for insurance upon the life of John. The policy in queston was issued on that application. naming Catherine as the beneficiary. All premiums on the policy were duly paid by Catherine, and, the last payment on August 2nd, 1915, and the policy itself has at all times been in the possession of Catherine. The policy provided for a change of beneficiary, and that the insured might designate a new beneficiary by a notice in writing filed at the home office of the company and accompanied by the policy itself, the change to take effect upon the indorsement of the same by the company on the policy.

On July 28th, 1915, John Neary signed and delivered to the agent at New Haven, for transmission to the home office of the company. an application for a change of beneficiary from his wife Catherine to his mother, Jane Neary. The application was forwarded to and received by the home office of the company, at some date not otherwise shown than by the following indorsement thereon: "Recorded in policy register. J. F. B. 9|8|15. J. F. B." It was not accompanied by the policy, and no indorsement of any change of beneficiary was ever made on the policy. On September 2nd, 1915, John and Jane joined in an application for a loan upon the policy, which was made by the company's check to the joint order of John and Jane Neary. John died September 12th, 1916, and the amount of the policy, less the loan, was admittedly due and payable to the rightful beneficiary.

In a suit involving the question whether Catherine or Jane were entitled to the proceeds of the policy the Connecticut Supreme Court of Errors decided in favor of the former, on the ground that where a beneficiary having an insurable interest in the life holds the policy and pays the premiums the interest of that beneficiary can be defeated only by a change made in the manner prescribed by the policy, even where the Company attempts to waive the provisions of the policy.

"It is not claimed," said the Court, "that the attempted change of beneficiary was completed in the manner provided for in the policy, and indorsement of the change thereon by the company. On the contrary, the finding is that the policy remained continuously in the possession of the original beneficiary, Catherine, who paid all the premiums thereon and was never asked to give it up. She had no knowledge or desire or attempt to change the beneficiary until she went to the company's office to prepare the proofs of death. The plaintiff's claim is that the formalities prescribed in the policy for carrying out the reserved right of changing the beneficiary were solely for the benefit of the insurance company, and that it might and did waive their performance by treating Jane as the substituted beneficiary in making the loan of September 2nd, 1915.

"In this case the wife, having an insurable interest in the life of her husband, joined in the application for a policy which, on its face, provided for the presentation of the policy to the company for indorsement, before any change of beneficiary should become effective. She took the policy into her own possession, apparently relying on that provision for her protection, and paid all the premium. Under these circumstances. she had an interest in the policy of which she could not be deprived, except in the manner prescribed therein.

"Assuming, without deciding, that she was bound to deliver up the policy to the assured on demand, the finding is that no such demand was made. Whether she had a lien upon the policy for premiums advanced, at least to the extent of its cash surrender value, need not be determined. She had a legal interest, as distinguished from a mere expectancy, of which she could not be deprived, except in the manner prescribed in the policy, and therefore the provisions as to the mode of changing the beneficiary were not solely for the benefit of the insurance company. Even if they were so intended by the company. they hold out, on their face, an inducement for the payment of premiums by a beneficiary to whom the policy is delivered. In the long run the payment of premiums inures to the benefit of the company, and, if a beneficiary pays premiums on the faith of an apparent protection afforded by the terms of the policy, he ought, equitably, to be protected as far as the terms of the contract will protect him."

MR. FRANK LOCK DISCUSSES FIRE INSURANCE DURING 1918.

Mr. Frank Lock, United States manager of the Atlas Assurance Co., in his annual review of Fire Insurance during 1918 states that statistically considered the fire loss figures for 1918, are the worst on record (barring 1906). The total amount of fire losses from December. 1917, to November, 1918, estimated on the authority of the Journal of Commerce is $323,000,000, whether these figures are exaggerated or otherwise, it is difficult to say, as they are only estimates. As The Chronicle has more than once stated the following fact, quoted in Mr. Lock's review. Climatic extremes of summer and winter are always with us, and given these undoubted facts. we may as well accept the logic of them, that a high rate of burning and a high premium bill must be features for many years to come.