

Insurance.

FIRE RECORD.—St. John, N.B., March 21.—Shaw's bakery was burned; loss estimated at \$6,000.

Bayfield, Ont., March 8.—The barns and stables of George Young were destroyed; loss \$600; no insurance.

Belleville, March 21.—The barns and sheds of Alex. Robertson were destroyed, loss \$1,500 with small insurance.

Windsor, March 21.—A small frame building on London-street, occupied by Thomas Orman, was burned. The fire was caused by the explosion of a coal-oil lamp, loss is about \$400; no insurance.

Ameliasburg, March.—The barn of Abraham Post was destroyed; loss stated at about \$1000; insured in Prince Edward County Mutual for \$500.

LIFE INSURANCE CASE.—Supreme Court—stet Before Judge Barrett.—*Ruth E. Dean vs. the Aetna Life Insurance Company of Hartford.*—In 1866 the husband of the plaintiff had taken out two policies of insurance upon his life with the defendants, the one for \$10,000 and the other for \$5,000. These were of the class called participatory policies, and contained the usual clause of forfeiture for non payment of premiums when due. The premium due on September 20, 1869, was not paid, and this the company claimed to be a forfeiture of the policy. It appeared on the part of the plaintiff that upon the said 20th of September 1869, an agreement was made by the insured with Mr. Morton, the general agent of the company, that the payment should be deferred until the 5th of November. The defendant denied, and it appeared that on the 5th of November the money was offered and refused. The Court charged that the general agent of an insurance company could not revive a lapsed policy, and that therefore if no agreement such as claimed was made till after September 20th, 1869, it would, if made, be invalid. But that it was within the power of a general agent, before the policy was forfeited, to make any arrangement or agreement as to the terms and manner of payment. If therefore such an agreement as was set up was made on or before the 20th of September it was valid and the policy was not forfeited. As to proofs of loss he charged that there was evidence from which the jury could infer that they reached the Company. He further charged that if they found for the plaintiffs on these points they would give a verdict for the amount of the policy and interest, deducting the cash tendered but not received on the 5th of November, and the notes to the company which matured before ninety days after the proofs of death. The jury found a verdict for plaintiff for \$17,192.33 to which the Court added an extra allowance to counsel of \$500.

AMALGAMATION OF COMPANIES—NOVATION EUROPEAN INSURANCE COMPANY.—Lord Westbury having disposed of all cases which were ready for him under the Arbitration Act, the sittings have been suspended for a few weeks. However, the policy-holders are now enabled to apprehend their position with more accuracy. The tendency of these decisions has been to lessen the liabilities of the *European*. Lord Westbury shook the hopes of some of the policy-holders in stating he approved Lord Cairns's decision in a case where it was held that a novation had been effected by an assurer who had received a circular announcing an amalgamation and had then paid his premiums to the new Company. The circular was construed as an offer of a new contract, and the payment an acceptance. It was feared that many others were in the same position. These fears have been dissipated by Swifts's and Kelley's cases, where the circular offered either a new policy or a guarantee pol-

icy, or an endorsement; but it further stated that the terms and conditions of the policy would remain unaltered; the silence of the policy-holder was interpreted as a refusal of the offer, and the payment of the premiums to the new Company was held to be directed by the circular. The announcement of the union of the two Companies was declared to amount to a direction similar to this:—"Our bankers are henceforth the London and Westminster Bank; please pay your premiums to that bank;" thus the policy-holder having done nothing more than pay his premiums to the agent or attorney of his Company, there was no novation. Hitherto, receipt of bonus from the new Company has been conclusive in proving a new contract; but in Conquest's case, this is held to be in conformity with the promise given by the amalgamation circular. In one of the cases, the contention was raised that the provisions of the deed of the *Industrial*, etc., Company were such that a policy-holder could, *volens volens*, be transferred to another Company. It was urged that this contention was supported by decisions of the Court of Chancery and of Lord Cairns; but Lord Westbury repudiated the suggestion with indignation. Only in Carmel's case, where there was an endorsement on the policy, has Lord Westbury assented to a novation.

RIVER INSURANCE.—The value of property including minor casualties on the Mississippi river in 1872 was:

No. of Vessels.	How Destroyed	Value of Vessels.	Insurance.
17	By fire.....	\$354,000	\$135,750
24	By snags.....	510,000	185,000
15	By ice.....	350,000	220,000
4	By collision.....	40,000	10,000
3	By explosion.....	56,000	30,000
8	By striking piers and dams.....	100,000	20,000

71 \$1,401,000 \$600,750
The total aggregate loss on both boats and cargoes on western rivers during the past year will not fall much below \$4,500,000.

MARINE LOSSES IN 1872.—According to the *Bureau Veritas* there were 2682 sailing vessels totally lost during last year. Of this number 310 were British.

Correspondence.

NEW YORK CORRESPONDENCE.

(From a Special Correspondent.)

NEW YORK, March 21, 1873.

This may with truth be considered the era of Annual Statements of both Fire and Life Insurance Companies, and the great object is to see which company offers the most favorable record for the year. The Fire Companies, with but a very solitary exception, bear traces of the scars received in the struggle with the Fire Fiend in 1872, but, all things considered, show a solid front. The Life Companies show a diminished business on the whole, and the statements presented do not, for the most part, contain any reference to the number of policies issued, nor amount of new insurance effected during the year. The Equitable Life Insurance Company presents the most brilliant record of all our companies on these points, throwing even the Mutual Life Insurance Company into the shade.

FIRE INSURANCE.

Our fire companies have had comparative freedom from heavy losses within the metropolitan district since last writing, although at present writing a fire, promising to be of considerable magnitude, is raging in the Erie railroad depot at Jersey City, and considerable damage has been already done. The Pavonia ferry house is destroyed, and the pier of the White

Star line of transatlantic steamers is on fire. The Erie depot is valued at \$2,000,000, and if totally destroyed will be a severe shock to our companies.

The new companies spoken of in my former letters are reported to be in the following condition, viz: the Ridgewood Insurance Company is in full operation. The capital stock, \$200,000, was subscribed and paid in with great promptness, and the company is already receiving a large amount of support. The principal office is at 184 Broadway, with a branch in Brooklyn. The Universal Fire Insurance Company is not yet in a position to apply for license to transact business. An organization has been, however, effected, and a board of directors, with the President and Vice-President, have been elected. The Presidency is in the hands of the Secretary of the late International Fire Insurance Company, Mr. Wm. J. Hughes, and the Vice-President is the proprietor of the *Metropolitan Record* newspaper, Mr. John Mullally. The capital is not yet fully subscribed, but its early completion is looked for with some degree of certainty. Another company, to be called the "Sun," was talked of in connection with Hon. George W. Savage, President of the New York Board of Underwriters and of the late International, at its head, but the promoters found the present an unfavorable time for introducing another company, and the project was abandoned. There is a rumor of a large company being established shortly, but at present, beyond the rumor, there does not appear to be any indications of a fresh move in the direction of raising capital.

The New Orleans Underwriters' Association has opened an agency in New York, and appointed R. W. Bleeker, ex-President of the defunct fire insurance company, agent. The Association is composed of the following companies, viz:—

Factors and Traders, cash assets ..	\$1,500,000
Crescent Mutual, " ..	750,000
Louisanna Mutual, " ..	500,000
New Orleans Mutual " ..	750,000

Total Assets of the Agency.... \$3,500,000

The Factors and Traders is the only Companies which has come into the State and the lines are placed in it and reinsured by the three other Companies. They have an excellent Board of Referees, composed of nine of our best known and most widely respected citizens. The Agency having been but recently established, I am unable to state with any degree of reliability, the amount of patronage bestowed upon it. It is, however, in the hands of a careful and experienced underwriter.

Next to Insurance and Insurance Companies, the Water Question in every large city, and, as a matter of course, in New York, is an all important one. Since the Boston fire, our City Fathers and underwriters have become alive to the value of the ounce of prevention, and are endeavouring by all legitimate means, (thus far at least), to prevent the Telegraph some day flashing the news throughout the civilized world that "New York was laid in ashes." At a meeting of the Chamber of Commerce, held some months ago,—a committee was appointed, with George T. Hope, (President of the Continental Insurance Company,) chairman, for the purpose of investigating the condition of the Water Supply of the city, and also to take steps for legalizing the blowing up of buildings to prevent conflagration. In connection with the labors of the committee, the propriety of utilizing salt water for the extinction of fires, has been widely discussed, and various plans were suggested for the introduction thereof into the city. The present Water Supply of the city, is derived from the Croton Valley, and the latest developments show that there is no need of