

NEW ONTARIO ELECTION ACT—ACCIDENT INSURANCE.

appointed by the judge to act in his stead, the evidence must be taken down in writing; and before the close of the scrutiny, all questions of law and fact are to be decided or reserved for the decision of the judge; a note in writing of such decision or reservation is to be made for the information of the judge; and the decision or reservation is to be publicly announced for the information of the public and the parties interested. When any party is dissatisfied with the decision of the person delegated by the judge to take the scrutiny, he may appeal to the judge against the decision; provided that the judge may on the trial before him refuse to consider any points not raised before his delegate; and in case he do consider the same, and allow the appeal on a ground not distinctly taken before the delegate, the judge may order the appellant, though successful, to pay the costs of and incidental to the appeal.

It is obvious that these new enactments must at all events diminish the expense and inconvenience entailed by the former system, which required all the witnesses on the scrutiny to attend—often at long distances from their places of residence—and during the trial of all the questions raised by the petition, the decision of some of which might render their attendance quite unnecessary.

The remaining sections of the statute relate to certain miscellaneous matters, among which, it may be observed that members of the Legislative Assembly are now authorized to act as counsel, agents or attorneys in election cases, their former disabilities having been removed.

It is sincerely to be hoped that these provisions, many of which have been found to work well in England, will help to diminish in a marked manner the evils of bribery, which are second only to the degrading influences of the falsehood and hypocrisy which is so generally the issue of political strife.

ACCIDENT INSURANCE.

The subject of accident insurance is discussed at some length in the last number of the *American Law Review*, and the few cases in point collected and commented upon. In his introductory remarks the writer says:—

“Accident insurance is of modern origin. The French in the seventeenth century appear to have conceived the idea; but the earliest English company was formed in London in 1848, and the first American company is only ten years old. The continental system of appraising organs at specified sums, and paying a fixed rate for a broken leg or a lost eye, has never found favor in America. Upwards of twenty-three accident companies have been organized here which have now passed away, like Mr. Oldbuck's ghost, who disappeared with a melodious twang and an unsavory odor. Their memory is not sweet to those who hold unsatisfied judgments against them. The Travellers' Insurance Company of Hartford, and its offshoot, the Railway Passengers' Assurance Company, remain almost alone, but occupy the field successfully and redeem this branch of insurance from the discredit which their defunct contemporaries brought upon it. The American system of accident insurance, and the rapid approximation toward sound science in law and practice which it exhibits, is chiefly due to this company. When first organized, it was intended chiefly to insure travellers, but it soon established a general accident insurance, and afterwards combined it with life insurance. No accident tables have yet been published, and the statistics as yet are insufficient to generalize with accuracy results like those of the life tables. It is, however, well settled that in general accident insurance hardly more than seven per cent of claims arise from accidents in travel by rail or water, while those growing out of horse or carriage injuries exceed in number those arising from all other causes combined.

The idea of American accident insurance was borrowed from England, but in adapting its principles to the customs and habits of this country, the conditions of society, the occupations of the people, and the risks of accident, it was found necessary to construct new tables of rates, new classifications of risks, and new methods of business. The result was the general failure of companies which sought to do business by mere imitation, instead of attempt-