THE CANADIAN

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Catholic Mutual Benefit Association of Canada

And mailed to members between the 10th and 15th of each month.

Members are invited to send us items of news or information that will be of benefit to the Association. Communications on subjects of interest to C. M. B. A. members will always be welcome, but anonymous letters and letters which the Manager does not consider for the welfare of the Association will not be published.

Correspondents will please remember that copy must reach us before the 10th of the month, if intended for publication in the following month's issue, and that space is limited and brevity necessary.

Address all communications to

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ASSESSMENT SYSTEM.

LONDON, AUG. 1st, 1900.

THE DUTY OF MEDICAL EXAMINERS

Every medical examiner *who violates* the principle of commutative justice in the examination of an applicant for membership in any insurance society, is bound by the laws of God to make restitution to the said society for any loss or damage resulting from his carelessness, favoritism, or partiality. This is a question of paramount importance. Often times the medical examiner detects symptoms of an incurable disease in an applicant, but instead of listening to the voice of conscience whispering *fiat justitia, ruat coelum*, he tries to reason in this way: "Smith is a warm, personal friend of mine. His family history is bad and his personal habits are worse. In all probability he will die in a year or two. But what if he does? The payment of one $2,000 policy is not going to break the society. Forty or fifty cents a member will pay the claim, and who would miss that small amount?"

Smith is admitted, secures his policy and dies in a few months; the cause of death is *phthisis pulmonalis*. The society is bound by law to pay $2,000 to the beneficiaries. But the medical examiner is bound in conscience to pay to the society $2,000 minus the assessments paid by the moribund applicant. Catholic theology is very explicit on this point.

"Qui alium movet aut inducit ad inferendum grave damnum tertio, tenetur ad restitutionem ejus damni illati; medicus damnificatum tenetur ad restitutionem de damno in quod ex suo consilio se putavit."

Upon reading this some of our medical examiners may be moved to strike their breast and say: "O Lord! be merciful to me a sinner." But this is not enough. "Not everyone that saith to me, Lord, Lord, shall enter into the kingdom of heaven." Matt. 7: 21. The dishonest medical examiner and the thief "shall restore all that he would have gotten by fraud, in the principal, and the fifth part besides, to the owner." The C. M. B. A. whom he wronged. Leviticus 6: 1.

The medical examiner who defrauds the C. M. B. A. has no right to receive sacramental absolution if he be unwilling to repair the injury which his malefeasance has inflicted on the society. "Be just and fear not" should be the motto for every member of the C. M. B. A.

EXPRESSION OF SYMPATHY.

At a recent meeting of Branch No. 1, London, Ont., the following expression of sympathy was recorded.

To Bro. Jas. Ward:

Dear Sir,—Your brother members of Branch No. 1 C. M. B. A. in meeting assembled, having heard with deep regret of the recent sad misfortune which has befallen yourself and family in the loss of your beloved son and the destruction of your property by fire, hereby wish to tender you their sincere and heartfelt sympathy in your sad bereavement and loss. May God enable you by His grace to bear with Christian fortitude the cross He has seen fit to inflict is the earnest prayer of the members of Branch No. 1.

BRANCH 210, GRAND FALLS N. B.

The following notes from Branch 210 will, no doubt, very much interest the readers of THE CANADIAN, and we trust that other branches will follow the good example set by Branch 210 in occasionally sending THE CANADIAN C. M. B. A. news items:

Our branch was organized in 1898. We began with fourteen charter members, and for a long while we had a great deal of uphill work, but we never got discouraged. During the first six months of this present year we have made rapid progress in the way of adding new members to our roll which gladdened the hearts of the old charter members who had been so long alone.

With new members came new ideas; and among others the idea of organizing a C. M. B. A. band. In order to raise the necessary funds we resolved to hold a picnic and ball. It being the first time such an attempt had been made by our members, some were doubtful as to its success. But thanks to the energy of an able and competent committee, composed of Bros. A. J. Martin, P. A. McCluskey, W. F. McCluskey, D. J. Collins and Geo. Kelly, and the admirable assistance rendered by the brothers in general, our first C. M. B. A. picnic and ball, held on July 24th, was an immense success. Various games interested the public who favored us with their presence on the picnic grounds and a bountiful dinner and supper as well as a choice variety of refreshments contributed to make all happy.

After a day of pleasure on the picnic grounds about a hundred couples enjoyed the pleasure of the ball room in the evening, and an oyster and smothered bean supper, which was served at the right moment to be enjoyed by all present.

Everything, both at picnic and ball, passed off in perfect order, and all those who were present enjoyed themselves immensely. But I must not give all the credit of our success to the brothers for admirable assistance was rendered by the ladies.

The wives and sisters and other lady friends of the members of our branch furnished the greater part of the eatables; and those ladies who graced the dinner and supper tables with their presence deserve special mention. There were, among others the following ladies: Mrs. J. J. Kelly, Mrs. Gabriel Poitras, Mrs. Wm. H. Willet, Mrs. Frank Chasse, Miss M. Woods, Miss Nellie Burgess and Miss Corless, all being the wives or sisters of some of the brothers.

We were glad to notice also that our friends of the I. O. F. fraternized with us on this occasion, a fact which proves that a good spirit animates the different classes that make up the population of our young town.

Financially our picnic was a success, for the net receipts amounted to $270.50. Of course this sum will not be sufficient for our members to carry out the enterprise of organizing and maintaining a band, but a competent committee has been formed to get up a lottery among the members of the C. M. B. A., and you will probably hear from them at an early date.

LEGAL DIGEST OF INSURANCE CASES

LIABILITY EMPLOYERS LIABILITY ASSURANCE CORPORATION.

In this case the power to make any alteration in policies was confined to the Manager and Attorney for Canada of an English Company. The local agent of the Company, however, without authority from anyone, altered a policy sent to him for delivery to assured by the request of the assured and with his knowledge, so as to make it extend to workmen at a place other than that named in the policy. He then sent the premium to the Chief Agent for Ontario and at the same time notified him of the alteration made but *did not communicate with the Manager* for Canada. It was held that the company could not be considered to have authorized the alteration and were not bound by the contract as altered. (Rose, J., May 9th, 1900.) Reported 37 C. L. J. 311; 20 Occ. N. 260.

FIRE INSURANCE—VACANCY OF PREMISES.

In a fire policy on household furniture, the fact that the house in which the goods are situated is unoccupied is not of itself "a change material to the risk" within statutory condition. (Boardman v. North Waterloo Ins. Co. 31 O. R. 525.)

But a variation of statutory condition to the effect that "if the premises insured become untenanted or vacant and so remain for more than ten days without notifying the company" the policy is to be void is a reasonable condition and "untenanted" must be taken to be synonymous with unoccupied. So that *where the occupant of a house* ceased to reside in it for several weeks, but left furniture and clothing therein while a person went there occasionally for domestic purposes and the insured's husband slept in the house twice, it was held that the house was untenanted and vacant within the meaning of the condition. (Spahr v. North Waterloo Ins. Co. 31 O. R. 525.)

In Smith v. Waterloo Mutual Fire Ins. Co. June 27th, 1900, the Divisional Court dismissed an appeal from the judgment of Armour J. nonsuiting the plaintiff. The defence was violation by the plaintiff of a condition endorsed on the policy requiring notice to be given to the company in case of vacancy. The plaintiff set up that the condition was invalid because not printed in conspicuous type and ink of a different color as required by sections 170 and 170 of the Ontario Insurance Act, and the condition being thus expunged, it was a question for the jury whether under statutory condition vacancy of the premises was a change material to the risk. Held, following Ritchie v. Waterloo Mutual Fire Ins. Co. Divisional Court, Feb. 27th, 1895, not reported), which followed Peck v. *Agricultural Ins. Co.* 19 O. R. 191, that the condition was not an unreasonable one. Per Meredith C. J., but for Ritchie v. Waterloo Mutual the condition is open to serious question. It may be urged with great force that the Legislature by this condition has indicated that it deemed it not just and reasonable that a change material to the risk not within the control of or not known to the insured, should operate to defeat or lessen the rights of the insured, and that of the insurer elected to be "off the risk." It was not just and reasonable that he should retain the whole premium which had been paid. The owner of leased premises may not know of a vacation by his tenant, perhaps fraudulent, until after fifteen days, and in such a case it would seem unjust that the policy should be void.

SEIZURE OF LIFE POLICY UNDER EXECUTION.

A paid-up policy is a security for money "within The Execution Act" R. S. O. c. 77, ss. 1. The plaintiff, judgment creditors, were held entitled to a receivership order in respect to the defendant's interest in a fully paid-up life policy which he had assigned to the plaintiff as security, reserving to himself the cost surrender value of the bonus additions. (The Canadian Mutual Loan and Investment Co. v. Nisbet, 31 O. R. 563.)

MARINE INSURANCE — COLLISION CLAUSE.

The collision clause in a marine insurance policy on the plaintiff's ship Durward contained the following agreement: "And we the insurers further agree that, if the ship hereby assured shall come into collision with any other ship or vessel, and the assured shall in consequence thereof be found liable to pay, and shall pay, any sums (not exceeding the value of the ship hereby assured) in respect of injury to such other ship or vessel itself, or to the goods and effects on board thereof, or for loss of freight then being earned by such other ship or vessel, we will severally pay the assured such proportion of three fourth parts of such sums as our respective subscriptions hereto bear to the value of the ship hereby assured." The Durward in collision with the tug Victory sunk the latter in the river Tees where it became a wreck. The Tees Commissioners removed the wreck under *statutory powers and collected the* expense of so doing from the owners of the Victory.

The Admiralty Court held that the Durward was solely responsible for the collision, and the plaintiff was ordered to pay and did pay to the owners of the Victory the amount paid by them to the Tees Commissioners. The plaintiff then sought to recover from the defendant company their proportion of that sum. The trial judge gave judgment for the plaintiff. On appeal, however, this judgment was reversed, it was held that the sum sued for was