

fair to keep on growing, because we believe that a majority of the managers of the various accident companies on both continents are wise enough to profit by experience, and to adjust their policies to meet the general demand for accident insurance simple as to conditions and free from ambiguity. That such is not the case at present is not strange, for in the absence of recorded experiences this new business—for it is comparatively a new one—had to assume a schedule of rates, and make conditions which if erroneous should err on the side of safety. Already all the companies have modified their first plans and methods materially, but there are still ambiguous features and stringent conditions in most policies which ought not to be there. Strictly interpreted, if a man with an ordinary accident policy in his pocket is killed or injured in passing from one car to another on a railway train, or walking on business along the street is shot by a highwayman, or is intentionally injured by another—though himself blameless—in a railway smash-up or by other means, he cannot collect a farthing. That companies do not usually stand on technicalities does not signify. Let the thing which the company sells and which the buyer supposes he is buying be clearly “nominated in the bond.” We notice that at least two American companies have lately eliminated the restrictions about travel on cars, etc., and the arbitration clause, and made one or two other needed changes. We do not think they will long stand alone in their forward movement.

A FRENCH COURT has recently rendered a decision, which, if allowed to stand, will have an important bearing on the British and American insurance companies doing business in France. The circumstances of the adjudicated case referred to are set forth by the *Journal des Assurances* and are briefly as follows: The European manager of the New York Life died early in January last at Paris, whereupon the court appointed, contrary to the wishes and in face of the protest both of the heirs of the deceased and of the company, one M. Gautron to exercise the functions of what in this country would be called an administrator. This functionary at once demanded that the company render a statement of all monies due Mr. Homans at the time of his death. The company refused, on the ground that a person had already been appointed by a New York court, in which State the deceased was a citizen, and under whose authority the company was organized, to whom account should be rendered. The court, the *Tribunal Civil de la Seine*, decided that as the New York Life does not limit its assurances to those purely mutual, some being of a commercial character, therefore the company is a “commercial society,” and any contract between it and an employe is regulated by the *Code Commercial*, Article 634, even though the parties are foreigners. We are in the dark of course as to what kind of insurance issued by the above company is regarded by this French court as “commercial,” and therefore cannot fully judge of the absurdity of the decision until we gain fuller information.

COMMON SENSE APPLIED to the question of what shall be the scope of medical examinations for life companies is quite as valuable as when applied to any of the other features of the business. The practice has extensively prevailed heretofore of letting the medical officers of a company determine not only the general data necessary for the selection of safely insurable lives, but to formulate and amplify the questions to be answered by the applicant. The medical profession, like the legal, is full of technicalities and unproved theories, and these have too generally been lugged into the medical examination blank. Essential, knowable facts are one thing, and hair-splitting technicalities and queries about the unknowable are quite another. It does not require a medical mind, subsidized to one set of mixed facts and theories by long mental habit, to tell that some of the questions which an applicant for assurance in some companies is expected to answer are unnecessary and absurd. The everyday common sense of any intelligent man, who knows the difference between the spinal column and the jaw-bone of the human anatomy, can tell that. It is this common sense, working jointly with true medical science, that is busy in the directories of more companies than one at present reconstructing the medical examination blank. It is quite time.

IN CONNECTION WITH this tendency on the part of companies to simplify without reducing the real value of the medical examination, we present by way of contrast the ruminations of the purely medical mind. At a meeting of the Royal Academy of Medicine for Ireland recently, the president, A. W. Foot, M.D., read a paper on medical selections in life assurance, in which he said, as reported in the *Insurance Record*, that “he anticipated that ere long the companies would require information as to the condition of the retina, the state of arterial tension, the integrity of the various reflexes, the centesimal excretion of urea, the nutrition of nerves and muscles as estimated by electricity, microscopic details of urinary sediments, and a statement of the respiratory capacity,” and a lot of other things which we have neither space nor patience to mention. These are quite enough, and added to the schedule of subjects for inquiry at present in use by some companies, would require a professor from a medical college for examiner and a twin brother of patient Job for the subject, with unlimited leisure at the command of both. If the learned M.D. just quoted is right, it would be as well on the whole, perhaps, to have an *ante mortem* dissection of the applicant. That would be conclusive as to his condition present and prospective.

AFTER SEVERAL WEEKS of hostilities between the insurance commissioner of Massachusetts and the New York Life, peace has been proclaimed, and all in the heretofore murky atmosphere of Boston is serene. The famous brigade of fifty, which charged upon the New York's forces with its remonstrance columbiad, and the legal sharpshooters, fighting for lucre instead of glory, have gracefully retreated, the valiant commissioner