THE NEW YORK FIRE INSURANCE COMPACT.

Every fire insurance company and agent legally doing business in New York city have signed the following compact :—

With the view of improving the fire insurance business of this locality, and for the purpose of decreasing the present heavy ratio of expenses in conducting the same, the undersigned hereby respectively agree to unite in an association upon the following conditions :—

1. That all risks of every description in the Metropolitan District be equitably rated.

2. That no commission be paid in excess of ten per centum of the premium.

3. That no rebate to the assured be made by the companies from established rates, and that rules be prepared under which the rebating of commissions by brokers shall be effectually prevented.

4. That penalties be fixed for the infraction of any of the rates and rules that may be adopted by the Association.

It being understood and agreed that, as soon as every company doing business in the Metropolitan District shall have signed this agreement, a meeting of the signers shall forthwith be called, and a plan prepared embodying the foregoing conditions, and providing for the speedy execution of the same.

THE VANCOUVER, B.C., CONFLAGRATION.

The fire which laid Vancouver in ashes in June last originated in a livery stable, and in the space of four hours the whole town was consumed. The cause of the fire was probably a spark from the bush fires which had been raging in the vicinity for several days. The total loss is estimated at $800,000, and the insurance loss $123,000.

The following is a list of the insurance losses :—

Ætna	$5.600	National of Ireland	$10,300
City of London	11,100	North British	11,200
Commercial Union	11,250	Phenix of Brooklyn	15,350
Hartford	7,400	Royal	7,500
Imperial	12,400		
L'pool & London & Globe	26,850	Total	$123,450
London & Lancashire	4,500		

Hand Grenades.—Considerable doubt as to the efficiency of hand grenades for extinguishing fires is expressed by those who have had experience with them. That they do not, however, always get a fair test for such merits as they have is shown by the following :—It is stated that at a test of hand grenades before the National Association of Fire Engineers, at Long Branch, a small wooden house was built and coated with tar and oil. When thoroughly ablaze, a committee of commissioners was to give the word for hand grenades to be thrown. The commissioners didn't give the word at all, and the fire went out unaided after the tar and oil had been consumed. The hand grenade agents retired thoroughly disgusted. In another instance the Salem city council committee on public property, having reason to believe that the hand grenades distributed in the public buildings were deteriorating, thought it would experiment with some in a schoolhouse basement one day last week. So the committee built up a little fire, and then began to break hand grenades on it. After throwing twenty-five, the fire still burned briskly, but a handful of snow extinguished it.—*American Machinist.*

LEGAL DECISIONS IN INSURANCE CASES.

COMPILED BY

MESSRS. MONK & RAYNES ADVOCATES, MONTREAL.

SUPREME COURT.

UNITED STATES REPORTS.

LONDON ASSURANCE CORPORATION,

(*Defendants below*);

AND

DRENNEN ET AL.

(*Plaintiffs below*).

Fire Insurance—Interest in Property insured.

The facts of this case, and the points of law decided by it, appear by the following judgment rendered in the Supreme Court of the United States on the 18th of January, 1886. The case having come up on error from the Circuit Court of Minnesota.

Mr. Justice Harlan. This is an action upon two policies of fire insurance executed March 10th, 1883, and covering certain goods, wares and merchandise belonging to the firm of Drennen, Starr & Everett. Each policy contains the following provisions : "If the property be "sold or transferred, or any change takes place in title or possession "(except by succession by reason of the death of the insured,) whether "by legal process, or judicial decree, or voluntary transfer or convey-"ance,....then, and in every such case, this policy shall be void."

"If the interest of the assured in the property be any other than the "entire unconditional and sole ownership of the property for the use "and benefit of the assured,....it must be so represented to the Cor-"poration and so expressed in the written part of this policy, otherwise "the policy shall be void. When property has been sold or delivered, "or otherwise disposed of so that all interest or liability on the part of "the assured herein named has ceased, this insurance on such property "shall immediately terminate." The insurer contends that after the execution of these policies, and before the loss of July 29th, 1883, there was by the voluntary act of the insured, a sale or transfer of the property, or such a change in title or possession as rendered the policies by their terms void. This defence rests entirely upon the claim that, prior to the loss, one Arndt was admitted as a partner in the firm of Drennen, Starr & Everett. The Plaintiffs (below) deny that he ever became a partner with them or ever acquired an interest in the property insured. Upon the record as it was at the former hearing that question depended mainly upon the construction of the written agreement of May 24th, 1883, whereby the insured agreed to receive Arndt "into their business" upon certain terms and conditions, among which are the following : That the Company should be incorporated ; that Arnd should pay into the firm for its use, on or before June 14th, 1883, the sum of $5,000 and a like sum on or before January 1st, 1885, the latter amount, until paid, to be evidenced by his promissory note dated January 1st, 1883, and each payment to bear interest at 8 per cent. from the date last named ; that the business "to be carried on by the new Company to be formed," the name of which was to be thereafter determined—should be of the same nature as that then conducted by Drennen, Starr & Everett, and that "no change in the name or character" of that firm "shall be made until said Corporation shall be formed." Arndt paid to the firm on the 18th of June, 1883, the sum of $5,000, and executed on the 3rd of July of the same year the required note for a like amount, the money and note being entered to his individual credit on the books of Drennen, Starr & Everett. Upon this state of facts, this Court, reversing the judgment rendered for the insurer, said :

"The instruction by the Court below proceeded upon the ground "that the payment by Arndt in cash and notes of the amount which he "agreed to pay, and their receipt and entry upon the books of the "firm to his credit, gave him an interest as partner in the business ; "whereas such facts only establish the performance of some, not of all, "the conditions prescribed ; for, by the agreement, the formation of "the proposed corporation was expressly made a condition, with the "others named, to Arndt's becoming interested in the business. In our "judgment, looking at the whole agreement, the parties did not con-"template a partnership, or none was ever established between them.