

d'homme, bracket, nails or screws. J. A. Jamieson, bins. T. Howie, voting machine. A. E. Henderson, roller bearings. J. Phillips, children's banks. J. Phillips, binder casings. C. H. Hutchings, fence posts. W. T. Watson, automatic life guards or fenders for tram cars. W. T. Watson, automatic life guards for tram cars. N. Perault, railway crossing gates. P. Jardine, dies for cutting tapered threads. AMERICAN PATENTS—A. W. Adams, automatic sash-lock. H. A. Frasch, recovering and separating metals from their ores. S. L. McMillan, self-sealing moth-bag. W. W. Prince, cover for centrifugal clarifiers. L. Skalte, catch-basin. D. A. B. Stoddart, revolving book-case. B. Tucker, nut-lock. W. Wilson, egg or fruit case.

A NEEDLESS OCEAN TRIP.—"The Insurance Spectator," of London, Eng., has the following:

"A story indicative of the high position held by some of our British Life offices in the United States of America has recently reached us. A wealthy New York merchant desired to effect a policy for a considerable amount with one of the leading British Life offices, but the London physician and the directors were not quite satisfied with the medical reports to hand, and asked for an examination by the chief medical officer in London. The merchant forthwith placed himself on board of a fast steamer and presented himself for the further examination, which, being satisfactory, an acceptance was issued and the policy completed. The merchant's stay in London barely exceeded forty-eight hours, he had enjoyed a short but complete holiday, free from letters and telegrams, *pace* Mr. Marconi, and effected the desired assurance when, a few days since, he reached his New York office on his return. This case is, no doubt, unique, but it is a striking compliment to the position of the office and its methods of business."

The trip was a waste of money and time. There are medical experts on this side who are as competent to diagnose an applicant as any in England and as trustworthy. Requiring applicants to be examined in England is not a good way to acquire business in the United States or Canada.

TEXAS FIRE INSURANCE.—The fire insurance business last year in Texas, transacted by the Canadian and British companies operating in Canada, as compared with 1901, was as follows:—

Company.	Premium Receipts.		Losses Incurred.
	1901.	1902.	
Aetna	\$ 170,515	\$ 205,792	\$ 97,048
British America	33,611	30,180	20,338
Hartford	458,395	510,603	258,968
Home of N. Y.	167,005	177,905	119,427
London Assurance	22,806	23,365	11,781
London & Lancashire	58,050	63,744	28,825
Manchester	34,822	34,755	17,900
Norwich Union	54,527	55,199	30,446
Phoenix of Hartford	142,000	158,834	68,814
Sun of England	53,867	58,197	18,822
Western	69,672	67,921	44,526
Totals	\$1,205,275	\$1,386,501	\$607,901
Other Companies	561,362	801,797	503,968

Totals \$1,826,637 \$2,188,298 \$1,111,869

The loss ratio of the companies whose titles are given, was 43.8 per cent., and of the group of other companies, 62.8 per cent., the general average loss ratio was, 50.8 per cent.

RECENT LEGAL DECISIONS.

SUCCESSION DUTY ON BANK SHARES.—The late Allan Gilmore, who lived in the Province of Ontario, died possessed of shares in the Merchants' Bank of Canada and in the Canadian Bank of Commerce. The head office of the Merchants' Bank, where its stock register and transfer books are kept, being in the City of Montreal, and the Bank of Commerce having a branch office in Montreal where a separate stock register and transfer books are kept, the Quebec officials claimed succession duty in respect of these bank shares. The Quebec courts decided in favour of the executor, and now the Judicial Committee of the Privy Council has affirmed this decision, because as stated by Lord Macnaughton, the several items in respect of which succession taxes were claimed formed part of a succession devolving under the Law of Ontario. (*Lambe v. Manuel*, 19 Times Law Reports.)

DAMAGES FOR THE DISHONOUR OF A BANK CHEQUE.—In an action against a bank to recover damages for its wrongful refusal to honour a depositor's cheque, the Court of Appeals of Kentucky holds, that the customer of the bank, and who, at the time her cheque was dishonoured, was pursuing a special study in a strange city, may recover for any time lost by her, or any expenses she incurred, or for any loss of credit of business or of instruction sustained by reason of the dishonour of the cheque. But only compensatory damages are to be allowed, and she may not recover for humiliation or mortification of feelings. The fact that she had a nervous chill when her cheque was protested and returned to her is not to be considered in estimating the damage, as the chill was not such a thing as should have reasonably been anticipated from persons of ordinary health and strength. It was also said that in such cases there is something more than a breach of the contract between the banker and depositor. There is a question of public policy involved, and the breach of the implied contract between the bank and its depositor entitles the latter to recover substantial damages. (*American National Bank v. Morey*, 69 South Western R. 759.)

NOTE GIVEN IN PAYMENT OF INSURANCE PREMIUM.—Upon the lapse of insurance, which arises when a note given for a premium is not met, the Supreme Court of the United States lays down the law as follows, upon an appeal from Iowa:—(1) A notice upon the back of a premium receipt that if a note is given for payment of the premium and is not paid at maturity the policy shall determine, constitutes a part of the contract of insurance, when such receipt states upon its face that it is subject to the terms of the contract and the conditions on its back, which the assured is directed to read. (2) A policy of life insurance is, therefore, forfeited, without any affirmative action on the part of the insurance company, by the failure to meet at maturity a note given for the payment of the premium, and which was accepted upon condition that if not paid at maturity the policy should cease and determine. (3) The authority of an agent of an insurance company to waive a forfeiture which had occurred by reason of non-payment of such a promissory note cannot be inferred because the company had sent the note to the agent for collection some time before it was due, especially when his contract with the company and the provisions of the policy prohibit the exercise of such authority. (*Iowa Life Insurance Company v. Lewis*, 23 Sup. Ct. Rep. 126)

NOTICE TO ACCIDENT INSURANCE COMPANY.—An English firm effected a policy with an Accident Insurance Company so as to be indemnified against accidents to their employees. Subsequently a workman in their service met with