(a) **The right to require paid up policy at the end of term.**

(b) **The right to surrender at end of term of twenty years.**

(c) **The right to continue the policy as insurance with annuity after twenty years.**

He chose to exercise his right to surrender. The surrender clause is in these terms:

This policy may be surrendered to the company at the end of the said period of twenty years and the full reserve computed by the American Table of Mortality and four per cent. interest and the surplus as defined above will be paid therefor in cash.

This clause does not attempt to fix the surrender value of the amount of the reserve; but postpones the ascertaining of those amounts till the end of the first period of 20 years; it is, in effect, a promise to pay 20 years after the date of the policy, an amount to be ascertained then by a fixed method and on a fixed basis. The misrepresentation alleged consists in a statement made by the agent of the company at the time the policy was taken out to the effect that, calculated according to the terms of the surrender clause, the insured would be entitled to a money payment of $1,013, whereas it is now ascertained that the clause and the other provisions of the policy give the insured a lesser sum of $678.82.

The question is: Does the calculation made, at the time the policy issued; at the request of the insured, by the agent, although admitted now to have been made in error, render the policy voidable?

I hold not. There is nothing in the evidence to satisfy me, and the plaintiff has not said so when examined as a witness, that he was induced to enter into the contract by the error made by the agent in his calculation of the surrender value of the policy at the end of the term of twenty years. On the contrary, I think the fair inference on all the evidence is, that if the true surrender value had then been ascertained and given to the insured, he would still have taken the policy. This is not a case of fraud practised by or on behalf of the company, but an error in calculation made with respect to the benefit to be derived by the insured, assuming the contract to be carried out honestly and in the best of good faith. The company is careful not only to fix the basis upon which the benefit is to be obtained but also to stipulate against the binding effect of any promise made by the agent such as is now relied upon. The policy has this provision:

NOTICE TO THE HOLDER OF THIS POLICY. No agent has power on behalf of the company to make or modify this or any contract of insurance, to extend the time for paying the premium, *to bind the company by making any promises*, or by receiving any representation or information not contained in the application for this policy.

I cannot see how, even assuming it to have been satisfactorily proved, which it is not, that the calculation made by the agent was a promissory representation to the insured, the company can be bound, in view of all the provisions of the policy. I would dismiss the appeal with costs.

STILL WAITING.

Montreal's water supply has now become normal. Repair of the Worthington pump, which smashed some weeks ago, has been finished and the pump is in active operation. The erection of the much-talked-of new pump has not, however, yet been completed. We hear that new castings are now being awaited.

Insurance Briefs.

The Canadian branch of the Railway Passengers' Assurance Company is now occupying new offices in the Confederation Life building, Yonge and Richmond streets corner, third floor.

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It is stated that the contract between the Sovereign of Canada and the Citizens of Baltimore (for a re-insurance of the policies of the Franklin of Washington) was cancelled by notice of November 2, by reason of the failure in the payment of the $15,000 required by the agreement to be paid by the Sovereign.

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MANUFACTURERS LIFE INSURANCE COMPANY.

Mr. George A. Sterling from the Head Office, Toronto, is in Montreal this week, and has taken temporary charge of the Montreal branch since Col. Wilson's resignation. He reports a substantial increase in the Company's business this year.

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The Insurance Institute of Toronto has announced its programme for the season of 1912-1913. Workmen's compensation was considered at the first meeting, and the subsequent monthly meetings will consider such subjects as lightning rod hazards, the disability feature in life policies, the relationship of disease and accident, profits from the standpoint of the life company and the public, the Ontario fire insurance law, assignments of life insurance policies, the field man, are life insurance advertising methods effective? and relations of suretyship to every phase of business activity. The annual meeting takes place in May, when officers will be elected and the results of examinations on the year's work will be announced.

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SCHEDULE RATING OF DWELLINGS.

A movement has been started looking to the future rating of dwellings by schedule. This important class of risks has in the past been regarded—and possibly with justice—as generally profitable; but the fact, nevertheless, remains that the attention to detail which has been awarded individual risks of other classes has not been given to dwelling risks. As a consequence, dwellings of widely varying susceptibility to fire have been lumped together and accorded the same rate. It is now proposed to give the dwelling class closer and more accurate attention than it has heretofore received. That this is essential, and that there are rates at which even dwellings, though generally considered profitable, may prove unprofitable, is clearly evident from the tabulated experience with dwelling risks in Kentucky during the year ending June 30, 1912. From this combined classification it is learned that frame dwellings occupied by owners, and furniture therein, showed a loss ratio of seventy-eight per cent., and that similar risks, the dwellings being occupied by tenants, showed a loss ratio exceeding sixty-eight per cent. Even brick dwellings occupied by their owners, and the furniture therein, yielded a loss ratio of more than fifty-seven per cent., thus putting this group among those which failed to yield a profit on underwriting. Practically all classes of business risks are now rated by schedule, and it seems to be but the logical extension of the system to apply schedule rating to dwellings.—The Spectator, N.Y.