application were the three following questions, all of which were answered in the negative: "(1). Have you ever received a severe bodily injury? If so, of what nature? A. No. (2). Have you ever had, or are you subject to, fits or any disorder of the brain or any mental infirmity? A. No. (3). Have you ever had, or are you now suffering from, any bodily deformities, hernia, wounds, or any disease? A. No." From what has already been said, it is evident these questions are material ones, and the answers made to them were not true. It is also perfectly apparent the officers of the association could not intelligently decide whether the risk was a desirable one, unless the questions were truthfully answered. It is urged that, as the agent knew the answers were not true, his knowledge was the knowledge of the company, and, having issued the policy, the company is bound. The courts have always been anxious to take care of the rights of the assured when the applicant has relied upon the agent informing the company what had been truthfully told to him about the character of the risk; but the courts never have said the company is bound by statements contained in an application, when not only the agent, but the assured knows they are untrue, and calculated to deceive, and the application is to be forwarded to the company as the basis of its action. To so hold would put these organizations completely at the mercy of dishonest and unscrupulous agents. As soon as the defendant learned what the situation was, it returned the insurance money to Mr. Ketcham, and denied any liability under the policy. The court did right in directing a verdict for defendant. Brown *vs.* Insurance Co., 65 Mich. 306, 32 N. W. Rep. 310; Cook *vs.* Insurance Co., 84 Mich. 12, 47 N. W. Rep. 568; Insurance Co. *vs.* Reed, 84 Mich. 524, 47 N. W. Rep. 1106; Finch *vs.* Modern Woodmen (Mich) 71 N. W. Rep. 1104. Judgment is affirmed. The other justices concurred.

FIRE RECORD.

Fire at Bertram Ship Yard, Toronto, on Sept. 2nd. —The following Co.'s are interested:—Lloyds Underwriters, United Dutch Underwriters, Royal Exchange, Canton, Triton, Thames and Mersey Marine, Ins. Co. of North America, New York Fire Ins. Co., Erie Fire Ins. Co., Liverpool and London and Globe, Scottish Union and National, Norwich Union, Atlas, Perth Mutual, and Gore District. Estimated loss $60,000. Insurance $175,000.

Fire at Terrebonne, on Sept. 6th.—The North British and Mercantile is the only Co.'y interested in the fire, which occurred in Saw Mills owned by Estate of Masson. Loss $6,000. Insurance $9,000.

BLANKET INSURANCE ON GRAIN.

The objections to a scheme for grain insurance on a large scale under a blanket form of policy are thus stated in the *Commercial Bulletin* of the 7th :—

"The agreement to insure grain under a blanket form covering in all of the stores of the Brooklyn Wharf and Warehouse Company is not being signed as quickly and generally as was anticipated. The non-signers are prominent enough to make the success of the movement at this time quite doubtful. Among them are the Royal Insurance Company of Liverpool, North British and Mercantile Insurance Company of London and Edinburgh, German-American Insurance Company of New York, and Phoenix Assurance Company of London. The objections of these companies vary and include these points, viz., that they have existing contracts with agents and cannot readily change to a fifteen per cent. arrangement; that the rate is so high as not to be maintainable, and that the stores nearest the elevators are liable to be kept full, as a matter of economy in handling the grain, and therefore the insurance companies may be involved in a heavy loss through concentration of value.

"There is also used the same argument heretofore advanced—that the underwriters cannot tell where their risks are and how much they are hazarding subject to one fire. The feeling that the separation of "I. P.," or identity preserved, grain from the rest in distinct warehouses may not be perfectly accomplished also obtains among officers of companies. The companies named have with one exception had the agreement submitted to them by the sub-committee for signature, and, although they have given no flat refusal, it is understood that they are likely to stand out unless it or their attitude undergoes a radical change. The Phoenix of London has not, so far, been asked to sign but has decided adversely on the question. The Royal, North British and Phoenix are in the Produce Exchange agency of Mr. E. R. Craft, who also represents the Commercial Union Assurance Company of London.

"Mr. Charles Sewall, manager of the last named company, was attending the Niagara Falls meeting yesterday, and it was not possible to ascertain that company's views, although it was believed that it stood the same as the Royal and Phoenix. From present appearances quite a number of local underwriters familiar with grain insurance believe that nothing but material changes in the plan will save it from another indefinite postponement. They claim that, while it is their wish to facilitate economy in grain handling at this port so as to lessen the terminal charges, the current proposition jeopardizes the interests of underwriters while giving them no compensating advantage.

"It is thought that another conference between the underwriters and President McIntyre of the Brooklyn Wharf and Warehouse Company will be held and an endeavor made to fix upon some plan which will be satisfactory to all at interest. Grain dealers have been watching the matter closely, as the successful introduction of blanket insurance would mean a radical change in grain handling at this port. Under it a vessel could take a complete load from one system of stores and not be forced to move from one to another to fill its quota."

PERSONALS.

Mr. Charles Higham, Actuary and Secretary of the London Life Association, Limited, (England), is holiday making on the American continent, and was in Montreal during the week.

Mr. E. A. Lilly, Manager of the London Assurance Corporation, is looking well after a brief holiday-making on his native soil at St. John's, Nfld. Mr. Lilly reports that the debris from the fire which occurred in 1892, has almost disappeared, and the city rebuilt and greatly improved. He also reports the organization of a capable and well-equipped fire brigade.