

AS TO THE AUTHORSHIP OF THE ESSAY ON THE "MEDICAL  
ESTIMATE OF LIFE FOR LIFE ASSURANCE."

*To the Editor of the Assurance Magazine.*

SIR,—In the October number of the *Assurance Magazine*, a long extract is given from the *American Life Assurance Magazine* on the "Medical Estimate of Life for Life Assurance." Permit me to send you a copy of the *Medical Estimate of Life for Life Assurance*, by Dr. Stephen H. Ward, of 28, Finsbury Circus, E.C.—the London Medical Officer of this Association—and to point out that the article, appearing as original in your American cotemporary and reprinted in your *Magazine*, is a *verbatim* copy of Dr. Ward's treatise.

Had the circulation been confined to the other side of the Atlantic, no notice would have been taken of this plagiarism; but I cannot allow Dr. Ward's admirable little pamphlet to appear in your pages as an American production, without declaring its nativity, and the name of its author. There can be no doubt as to the authorship of the pamphlet, for it was published in London, in 1857, and I had the pleasure of perusing the manuscript.

Trusting that you will publish this communication in the next number of the *Assurance Magazine*, and render justice to the author of the *Medical Estimate of Life for Life Assurance*.

I am, Sir,  
Your obedient servant,

THOS. FRASER.

*Life Association of Scotland Office,*  
20, King William Street, City, London, E.C.,  
5th Nov., 1859.

*Res. Sec.*

ON THE CASE RECENTLY TRIED OF "BLACK *v.* THE ENGLISH  
WIDOWS' FUND LIFE ASSURANCE SOCIETY.

*To the Editor of the Assurance Magazine.*

SIR,—This case was tried before the Lord Chief Baron at Guildhall on Monday, December 12th, and the plaintiff was nonsuited. It is a warning to actuaries not to trust to verbal understandings and to the anticipations of individual directors as to what a Board will do; and, as such, a short report of what took place may be useful.

Mr. Black was chief clerk of the office, at £150 a year; to which was afterwards added the post of actuary, at £50 a year additional. The valuations were left to be paid for according to the judgment of the directors. Mr. Black, thinking this rather close work, applied by letter to the directors, and was answered by a resolution that no *increase of salary* would be granted. Upon this ambiguous decision, which neither creates nor rebuts any presumption as to an understanding about the valuations, to which was added some information from individual directors, Mr. Black made a complete valuation of the affairs of the office. But though the directors were placed in the witness box, they were not examined upon the proceedings of the Board, nor upon the private information given to Mr. Black.

Nothing but the actual resolution was permitted to be given in evidence, and the case thereupon broke down.

We have heard, and believe, that the valuation was perfectly good, except in one minor point, on which Mr. Black had to obey instructions with which he was furnished. Mr. Black resigned his office shortly after the valuation was made, and the directors refused to pay anything for it. The sum for which the action was brought was £75.

We cannot, of course, express any positive opinion upon a case, all the facts of which were not allowed to be brought out. That the directors had the *law* on their side is clear; but the whole case raises a suspicion that they owe a debt of honour to Mr. Black.

The Lord Chief Baron made an observation which tends to show how necessary it is to have definite understandings. He remarked that it was exceedingly common for merchants, &c., to desire their clerks to take home the ledger, &c., and do office work in the evening, upon emergencies. This remark was made upon Mr. Black's evidence that all the valuation was made out of office hours, and at his own home. But the Lord Chief Baron did not know the difference between *office work* and *valuations*. A merchant may desire his clerk to *lengthen the office day* at his own home, by continuation of his office work. That this should sometimes happen, at particularly busy periods, is made reasonable by necessity. But a merchant does not desire his clerk to undertake special business, of a kind wholly different from office routine, except for extra payment. That is to say, such is not the custom. A man may, no doubt, if he believe his clerk would rather do it than lose his place, insist upon his doing anything—learning the fiddle, for example—in his hours of rest. But this is not usual. From this, actuaries may see that the tendency of the Courts will be to consider the valuations as that sort of taking stock to which an ordinary assistant is bound to give some extra time. In fact, the Lord Chief Baron—who is especially conversant with commercial habits—asked Mr. Black if a valuation were not a kind of *taking stock*, and received an affirmative reply. This should not pass unnoticed. The merchant who counts his barrels of sugar takes stock; but he is much more nearly doing the work which belongs to an actuary when he *takes the facts* which are to guide him as to whether he will ship for the colonies or wait for the home market.\*

Valuation is the highest business of the most skilful officers—taking stock is the most ordinary business of the lower grade.

It concerns the actuary to take care that his contracts are definite; and this is the moral of the case.

Yours truly,

ONE WHO EXAMINED THE VALUATION, AND WAS  
IN COURT DURING THE TRIAL.

14th Dec., 1859.

\* One of the principal objects which the founders of the Institute from which this *Journal* emanates had in view, was, the removal of such gross misapprehension as is here displayed by the Court.—ED. A. M.