

that it did not validate the defendants' policy because the Perth policy expired before May 9, 1899, when the mortgagor renewed defendants' policy. Held, that the action was well brought by plaintiffs; the policy was by deed poll, and any one named or designated in it with whom a covenant was thereby made could sue upon it; the stipulation that the loss should be payable to the plaintiffs was a covenant on the part of the defendants to pay to the plaintiffs, and it was not against this view that the defendants covenanted to pay or make good to the insured such loss. *Mitchell v. City of London Assurance Co.*, 15 A. R. 262, governs this case. As to the non-communication of the fact of the prior insurance. Held, that the renewal of the policy sued on was a new contract upon the terms and conditions of that policy (R. S. O. ch. 203, sec. 167), and was entered into without any application such as was made for the former contract being required to be made, and if any effect was to be given to the old application as applied to the new contract, it must be treated as practically a new application for the new contract made at the date of the new contract, and being so treated the defendants' contention failed. The contention that the policy was cancelled also failed, for Annett never agreed to terminate the insurance, nor did he authorize any one to agree for him. Nor was there any change material to the risk within the third statutory condition, and if there was the plaintiffs were protected against it by the provisions of the mortgage clause. Appeal allowed with costs here and below. The plaintiffs to have judgment only to the extent of the amount due upon their mortgage. *Aylesworth, K.C.*, and *Bayly, K.C.* for appellants. *Riddell, K.C.*, for defendants.

Correspondence.

We do not hold ourselves responsible for views expressed by correspondent

TORONTO LETTER.

A Much-Lamented Death—The Toronto Exhibition Buildings as a Fire Risk—Re-valuation and Re-inspection—Progress of and Some Remarks on Specific Rating in Ontario Towns.

Dear Editor,—Whilst the Quarterly meeting of the C. F. U. A. was in session in Toronto, on the morning of the 13th instant, a wire message was received from Montreal communicating the sad news of the death of Mr. Thomas Davidson, managing director of the North British and Mercantile Insurance Company. Although perhaps not an unexpected event to the Montreal members, fellow-citizens of the deceased, the news received was somewhat of a shock to Toronto men, to whom Mr. Davidson was well known, and who looked upon him as one of the most prominent figures in the Canadian Fire Underwriters' Association. To him, and a few others of like mind and ability, among the seniors in Canadian Fire Underwriting circles, this Association owes its inception, its main support, and I may say much of its success, and whilst not desiring for a moment to undervalue the abilities and energies of the other and junior members of the C. F. U. A., it is nevertheless a fact that the counsels and forceful personality of Mr. Davidson will be greatly missed, should any crises of moment arise in the future of the Association which has done and is doing so much for Fire Underwriting in Canada. Sympathetically the meeting at once adjourned to re-assemble in the afternoon, when a resolution of condolence with the family of the dead member was carried by a

standing vote of those present. Many friends and members from Toronto attended the funeral in Montreal.

As the years slip past, and it becomes our sad duty to note the dropping out of business life and business activities, one by one, our friends and fellow-workers, all more or less endeared to us by associations of one kind and another, we are ever reminded of our mortality and life's changes, and of the steady though silent progress towards the final destiny awaiting each of us.

On the 15th inst. a meeting of companies interested in the City of Toronto Schedule Insurance was held, to consider a report upon the value of the Toronto Exhibition Buildings made by Mr. William Power. The report showed that some of the buildings were over-insured and others largely under-insured. As either position is distasteful to the Insurance Companies, it was decided that an endeavour be made by the officers of the Toronto Board to have some arrangement made with the city, by which all buildings be covered to the extent of 75 per cent. of their value, as fixed by Mr. Power. A recent fire at the Exhibition grounds, by which some minor buildings were destroyed, has, I think, been the cause of this none-too-early action. The Toronto Exhibition buildings, as they exist to-day, cannot be placed in the catalogue of desirable risks, incorporated and blended with the other civic properties in a general schedule, they barely pass muster. Scarcely a year goes by without some small fire starting up, on or about these premises, and once out of control or favoured by circumstances, such a beginning might cause heavy loss to the Underwriters.

I have been favoured with a sight of some of the work now in hand and being executed for the C. F. U. A. in this Province by the four gentlemen who, in the field, inspect and rate, under the supervision of a Committee, the A., B., C. and D. towns, in connection with the printing and distributing of the Specific Tariffs. The work, in its nature, implies a great mass of detail, and calls for care and skill on the part of the experts having it in charge. It might at a first glance seem to be just a matter of routine procedure, and that with a tariff in hand and a Goad Map to refer to, the operator had only to combine intelligently these two factors to reach a resulting satisfactory rate. The painstaking course adopted by the rating officers involves a thorough internal exploration of each risk, combined with an external survey which is two-fold; first, as to the nature of the individual risk; second, as to its exposure to neighbours. Of course, the Goad Plans are the guiding lines, the basis upon which all surveys are founded, but over and beyond the information these supply, there are many items and points and small matters that only the trained eye of an expert insurance surveyor would note and properly investigate. Often these minor matters, under certain circumstances, become of major importance, determining as they may do, just whether a fire occurring would involve a light or heavy loss. As our good workmen progress in this rating and surveying they are ever gaining additional knowledge and experience, which renders their subsequent work more perfect and valuable. This work, as a whole, is a good work, and although taken up and paid for by the Association solely in its own interest and for its advantage and profit, cannot fail of being at the same time a great benefit to all property owners in the localities visited. The rating officers always readily point out to them what they must do in the way of improvements to secure the best rate. Seeing that this expert advice and suggestion costs the owners nothing, the public should appreciate it. I am told that many improvements in risks and their surroundings have already been effected through the agency of the Rating officers. It is pleasant to hear that wherever the labours of the officers have taken them, they have met with every courtesy on the part of occupants.