

in 1917 enacted a statutory policy for Hail Insurance, taking the clauses largely from the fire conditions, and it is significant that they have substituted appraisal for arbitration. *Ontario, Number 200 (3) of the Statute.*

Con. 19.—This replacement clause is in substance the same as the present one. There is added the requirement that the company's notice must be in writing. *Ontario, Number 23.*

Con. 20. The condition providing for payment follows the present form except that the reference to a shorter period than sixty days is left out as unnecessary. *Ontario, Number 22.*

Con. 21. The condition regulating the commencement of legal proceedings is the same as the present condition. *Ontario, Number 24.*

Con. 22. The subrogation clause suggested is a new condition. It merely codifies in the conditions the present rights of the parties. It has always been in the United States Standard policy. The wording is taken from the revised American Conditions. (*New.*)

In Nova Scotia and New Brunswick a Statutory Condition provides that questions of materiality of representations in the application for insurance shall be decided by the Court and not by a jury. This is a question which should be regulated by a section in a general Act, and not in the policy. It is in section 156 (6) of the Ontario Act, but the rule in Ontario and other provinces is that materiality is a question of fact for a jury.

CHAPTER

An Act to Secure Uniform Conditions in Fire Insurance Policies.

Assented to

His Majesty, by and with the advice and consent of the Legislative Assembly of the province of _____, enacts as follows:

1. This Act may be cited as *The Fire Insurance Policy Act.*

SUBJECT OF INSURANCE.

2. Every company licensed and registered for the transaction of fire insurance may within the limits, and subject to the restrictions prescribed by the license and registry, insure or reinsure any property in this province or in transit therefrom or thereto, in which the assured has an insurable interest, against damage or loss by fire, lightning or explosion, whether the same happens by accident or any other means, except that of design on the part of the assured.