

At the first annual meeting of the Association, January, 1884, it was decided to extend the operation of the Association to the Province of Quebec, and tariffs were prepared on the same lines as those in use in Ontario, and were put in force in Montreal on the 12th May, 1884, and throughout the Province of Quebec on the 1st June following.

It will be remembered that in November, 1884, a lumber tariff, with additions for mill exposure, graded from 50 to 300 feet, according to rate of mill exposing, was adopted. This was a great improvement on former practice.

In the same year the necessity for, and justice of, discriminating between special risks of the same class according to their five preventive appliances and other features of their physical hazard attracted the attention of the Association. I think I may now say that all special hazards of any consequence have been rated either specifically or under their respective schedules.

The question of allowing agents of board companies to represent companies not members of the Association has several times formed a subject for your consideration.

It is a problem somewhat difficult of solution as to whether the present rule of non-intercourse should be maintained. I perceive that the agenda for this meeting contains a notice that this subject will be brought up for discussion.

There is a tendency on the part of some members to reconsider rules shortly after they have been passed.

It will be admitted by all that no rule has been adopted without the fullest consideration. Reference to the minutes will substantiate this, and I submit that, such being the fact, it is undignified and injurious to the best interests of the Association that any such rule should be rescinded except for the most grave reasons. If the Association is to be maintained, rules once passed should be loyally enforced by all without the exercise of private judgment as to how much they affect individual interests.

Much labour has been expended in accomplishing what has been done, and the thanks of the companies are due to those gentlemen who have served so frequently on committees. The older and more experienced members have done more than their share of this work.

I think we must admit that the Canadian Fire Underwriters' Association has been the means and has had the effect of putting the Fire Insurance business in Canada on a remunerative basis. If what it has done proves not to be sufficient for that purpose, your organized, combined wisdom will doubtless adopt further protective measures. The object of my having detained you so long is my desire to place this on record.

May I be allowed, in conclusion, to be somewhat personal. Let me say that I have taken a pro-

minent part in all Tariff Associations during the 40 years that I have been the chief representative in Canada of the Liverpool & London & Globe Insurance Company, and my experience is that the public are content to pay an adequate rate, provided it can be fairly justified.

Gentlemen, I beg to thank you for your great patience and for your so courteously listening to this running index of the formation of your Association, and of what it has accomplished.

THE EQUITABLE VERSUS THE WISCONSIN INSURANCE COMMISSIONER RE ITS SURPLUS DOES "MAY" MEAN "MUST"?

A contest has been inaugurated between the Insurance Commissioner of Wisconsin and the Equitable Life Assurance Society, which, if fought to a finish, "will be a *cause celebre*, for the amount of money involved is very large; the persons interested are numerous, and the plea of the contestant is most eccentric. The case, briefly stated, is as follows: The Commissioner of Insurance, Wisconsin, demands that, the Equitable Life shall either distribute its surplus, or have its license to operate in that State revoked. The statute relied upon to justify this edict is thus quoted by the Commissioner:

Section 1952, Wisconsin Statutes of 1898, provides: "Every life insurance corporation doing business in this State upon the principle of mutual insurance, or the members of which are entitled to share in the surplus funds thereof, may make distribution of such surplus as they may have accumulated annually, or once in two, three, four or five years, as the directors may from time to time determine. In determining the amount of the surplus to be distributed, there shall be reserved an amount not less than the aggregate net value of all the outstanding policies, said value to be computed by the American Experience Table of Mortality, with interest not exceeding four and one-half per cent."

It is evident that, this clause makes a distribution of the surplus obligatory only on the assumption that the word "may" means "must." It has been held that, under some very exceptional circumstances, the word "may," when applied to an action, involves the obligation to do that action.

An ill-behaved boy may be told that, he must retire, by saying to him, "You may leave the room!" but, though said in the form of a permission, it is intended as a command. A sense which Webster overlooked is found in the following couplet of Dr. Walter Pope, 1714:

"May I govern my passion with absolute sway,
And grow wiser and better as my strength rears away?"

In this case the word is used in the sense of a hope, or aspiration. Another unusual sense is found in Macbeth's words:

"I dare do all that may become a man;
Who dares do more is none."

In Moore's "Light of the Haram," he writes;
"Alas! how light a cause may move
Dissension between hearts that love!"