

ANCIENT AND HONORABLE ORDER OF THE BLUE GOOSE.

On the M.A.A.A. Grounds, last Friday, was played a thrilling baseball game, under the auspices of the Montreal pond of the above Order. Two Teams were chosen—the Allies (British Companies) vs. the Neutrals (American Companies).

During the first part of the contest the Allies, by superior underwriting, succeeded in securing a large income with a loss ratio of about 16 per cent. The Neutrals had gone up to bat and returned to the bench with the faithful regularity that cancellations have of coming in during these times, and the expression on their faces bore a marked resemblance to that of the "Man from Kansas."

With the shadow of ruin staring them in the face, they re-arranged their field force and after re-insuring in full all their doubtful risks managed to add quite a bit to their surplus.

It was not until the last inning, however, that they made certain of success. The Allies had gone to bat and been found wanting and with only two runs wanted to win the game the Neutrals were prepared to do or die. Having the necessary facilities they accepted the risks, and shortly managed to add the necessary runs to their total, leaving the final score: Neutrals, 7; Allies, 6.

There were many interesting and amusing situations which were thoroughly enjoyed by the large crowd of enthusiasts present.

Mr. W. E. Findlay made a most efficient and popular umpire, while Mr. J. B. Dupuis earned laurels for himself as an announcer *par excellence*.

The line-up was as follows:—

| Allies. | Neutrals. |
|-----------------------|-----------------------|
| Lee | Urquhart |
| Pitman | Davidson |
| McLaren | Jennings |
| McGowan | Ward |
| Booth | Corcoran |
| Prevost | Sullivan |
| Gregoire | French |
| St. Laurent | Telford |
| Tasse | Wynne |
| Daviss, W. S. (Capt.) | Cherry, J. D. (Capt.) |

AN EARLY MUNICIPAL FIRE INSURANCE SCHEME.

That there is nothing new about fancy schemes whereby municipal authorities undertake not merely to carry their own insurance on municipal buildings, etc., but also to run a general fire insurance business better than anyone else can run it, we are reminded by an old volume of the *London Post Magazine*. It seems that as far back as 1858—fifty-seven years ago—the City of Montreal had delusions on this subject. A "Councillor Thompson" of that day moved a resolution at a City Council meeting in favor of the City seeking powers "to become insurers of all buildings and houses of what kind soever." However, the scheme did not catch on, mainly because the citizens had still in lively recollection the conflagration of July, 1852, when 1200 houses were burnt and a property loss of \$5,000,000 sustained, and because it was shown that, following that conflagration, in the four years 1855-8, the insurance companies had lost something like \$850,000 in Montreal.

WAGES AND EARNING CAPACITY.

The question of whether the word "wages" used in the Quebec Workmen's Compensation Act means "earning capacity," was argued this week before the local Court of Appeals (Jennings, defendant in the court below vs. Brisette, plaintiff in the court below). As a corollary, the further point was argued, whether a workman who has been injured, can be considered to have suffered a diminution of "earning capacity," and hence have a right to a rente under the Act, though subsequent to the accident he may earn a salary as large or even larger than that which he earned before the accident.

In the lower court the plaintiff had been awarded \$1,485.22, for the loss of a thumb through an accident with a buzz saw, physicians having testified that he had suffered a diminution of earning power by a certain percentage. The appellant now submits that if the legislators had intended the basis of compensation to be the victim's earning capacity they would have said "earning capacity" and not "wages," for the meaning of wages is clear and precise. It is that remuneration which a man actually receives or has a right to receive under a valid contract of lease and hire for the services which he renders; that this is the proper interpretation of the Statute, and that Article 7346 is inserted therein expressly for the purpose of preventing the employer from taking any unfair advantage of the workman; that a comparison of the workman's rate of pay before the accident and since the accident is a very valuable means by which the basis of the rente can be determined. The evidence as to what a man does actually earn after the accident or what a man in his condition can earn after the accident is very pertinent evidence to which the court should give great weight in determining the diminution, if any, of his earning capacity, particularly where, as in the present case, the respondent has gone out into the open market, has secured employment elsewhere at the same or at higher rate of pay, and where a foreman and employers, who have no connection with the appellant, see no reason why they themselves should not employ this man and pay him as much as a workman who had both thumbs. To sum up this heading of the argument, appellant submits that there is no proper evidence before the court to show that the respondent has suffered any diminution of his earning capacity; that it has been proved that the literal statement of the statute does not apply inasmuch as his wages are not reduced, and that, even as damages, the amount awarded is excessive.

NORTH AMERICAN LIFE.

Mr. L. Goldman, vice-president and managing director of the North American Life, of Toronto, informs *THE CHRONICLE* that in view of the loans made by the Company in the West, which he thoroughly inspected on a recent trip, being satisfactory and the company's business generally good, he feels quite optimistic about conditions and looks forward to this year being perhaps the best in the company's history.

The fall meeting of the Actuarial Society of America is to be held at Philadelphia on October 28 and 29.