## PHOENIX INSURANCE CO. OF HARTFORD MUST PAY FIRE LOSS, ALSO CONDEMNED TO PAY INTEREST AND COSTS OF ACTION.

As the result of a fire, which occurred on Jan. 10th, 1917, on the premises of Alphonse Lalande, 17 and 19 St. Zotique Street, Montreal, a claim was presented by the assured for $2,375 to cover damages caused by the fire. The Phoenix Insurance Co. of Hartford, who insured Lalande disputed this claim, but agreed with the assured to refer the matter to three arbitrators, who after, we presume careful investigation, awarded Lalande $3,028, or $653 more than originally claimed, possibly this may be accounted for by the increased cost of material and labour. The arbitrators agreed upon were Messrs. P. Blais, representing the Company; Gilbert Demers, representing the assured, and H. Lapierre (architect), as third arbitrator. The latter gentleman may justly be referred to as one of the most honourable and conscientious appraisers in Montreal.

The company, however, refused to pay the amount, and when action was taken to recover the money it was pleaded in defence that the pretended arbitration was insufficient and void because of informalities of the award. It was submitted the damages did not exceed $1,200, and the company further claimed to have elected to do the repairs themselves under this provision of the policy: "That the company instead of making payment, may repair, build or replace within a reasonable time the property, damage or loss, giving notice of their intention within fifteen days after the receipt of the proofs herein required."

Mr. Justice Guerin, before whom the case was tried this week in the Superior Court, Montreal, dismissed the company's pleas. He said the parties on January 16, 1917, mutually agreed that the value of the property insured and the loss by fire should be submitted to arbitration and determined in accordance with the provisions of the Quebec Insurance Act. The arbitrators were appointed in a regular and legal manner, and in the meantime the company's representatives, after investigating the burnt premises, gave plaintiff permission to start and repair and rebuild the same at once. Plaintiff, acting in good faith, proceeded to do so, and the company gave him reasonable cause to believe their representatives had been duly authorized to give him that permission. In view of the severity of the weather at the time, the judge said it was important and useful for all concerned that the company's representative should advise that plaintiff immediately proceed to repair and rebuild, and thus prevent further damage.

"The award has been legally made and is effective, binding and executory," said Justice Guerin. "The company defendant is too late now to revoke the submission made to the arbitrators. Defendant has no just grounds to revoke the submission made, and it is in the public interest that such awards be not altered or set aside without grave reason, which does not exist in the present case.

"The submission to arbitration thus made by defendant is a waiver of the election which the company seeks to make to repair, rebuild or replace."

Considering therefore that plaintiff had proved his case, the court gave judgment condemning the company defendant to pay the amount of award, with interest and costs.

## CENTURY INSURANCE COMPANY HAS BEEN ABSORBED.

We understand the agreement has now become absolute, whereby the Friends Provident Institution has purchased control of the Century Insurance Company. The latter Company was established in England 33 years ago for the transaction of life, fire, burglary and casualty insurance. The Friends Provident Institution was established 86 years ago in London, England, and is a purely life office. We understand each of the associated offices will continue on its own distinctive lines. The Century is well known in Canada, where it operates a fire insurance branch, having its head office in Vancouver, B. C.

## CANADIAN FIRE RECORD.

(Specially Compiled by The Chronicle).

**Fire at Cowansville, P.Q.**—On the 20th instant a fire occurred in the dwelling house of Mr. J. McLean, Cowansville, P.Q., in course of construction. Insurance, Alliance $7,500. Loss about total.

**Fire at Marysville, N.B.**—On the 20th instant a fire originating in a house occupied by G. Petterson, Marysville, N.B., communicated to ten other dwellings in the same section, which were wiped out. It is stated there was no water supply. Loss about $25,000.

**Fire at Westmount, P.Q.**—On the 24th instant a fire occurred in the dwelling of Mr. Tancrede D. Terroux, 4264 Dorchester St. The fire is stated to be the result of an incubator in the basement, the heating apparatus in connection therewith set fire to other contents. Damage, slight.

**Fire at Warkworth.**—On the 21st instant a fire occurred, destroyed the dwelling house of Mr. William Moore, together with contents. The fire is stated to have originated from an incubator in the cellar.

## TRAFFIC RETURNS

Canadian Pacific Railway.

| Year to date | 1916 | 1917 | 1918 | Increase |
|---|---|---|---|---|
| Mar. 31 | $27,154,000 | $30,465,000 | $32,154,000 | $1,689,000 |
| Week ending | 1916 | 1917 | 1918 | Increase |
| Apr. 7 | $2,482,,000 | $2,830,000 | $2,984,000 | $154,000 |
| 14 | 2,577,000 | 2,833,000 | 2,935,000 | 102,000 |
| 21 | 2,343,000 | 2,708,000 | 3,016,000 | 308,000 |

Grand Trunk Railway.

| Year to date | 1916 | 1917 | 1918 | Decrease |
|---|---|---|---|---|
| Mar. 31 | $12,799,374 | $13,532,631 | $12,884,022 | $648,609 |
| Week ending | 1916 | 1917 | 1918 | Increase |
| Apr. 7 | $1,155,486 | $1,215,768 | $1,359,291 | $143,523 |
| 14 | 1,024,505 | 1,103,119 | 1,414,538 | 311,419 |
| 21 | 1,059,661 | 1,085,031 | 1,358,972 | 273,941 |

Canadian Northern Railway.

| Year to date | 1916 | 1917 | 1918 | Increase |
|---|---|---|---|---|
| Mar. 31 | $6,783,000 | $8,464,400 | $8,842,600 | $378,200 |
| Week ending | 1916 | 1917 | 1918 | Increase |
| Apr. 7 | $677,000 | $736,200 | ........ | ....... |
| 14 | 668,900 | 881,600 | 932,600 | 51,000 |