

COMPENSATION AND EARNING POWER.

The Court of Review at Montreal has decided this week in an appeal by the Montreal Harbour Commissioners that the fact that a man earns as much after an accident as before does not debar him from receiving compensation for the accident, under the Quebec Workmen's Compensation Act. This case follows a somewhat similar decision given by the Quebec Court of Appeals and quoted on page 305 of our issue of March 12. In the present case the plea of the defendant was that there had not been any decrease in earning power induced by the injury, for, as a matter of fact, the victim had returned to work soon after the accident and had earned as much, if not more, than he had earned previously. The lower court held that it mattered not what the man earned after the accident. The fact remained that the injury had brought about a partial and permanent incapacity which in turn induced a diminution of working capacity and earning capacity. Mr. Justice Greenfields, in giving the judgment of the Court of Review, coincides with this view, remarking that it was quite possible that a man suffering from a permanent and partial incapacity, might put forth more strenuous efforts and might attain just as much success as before. The fact remained, however, that the partial and permanent incapacity accrued to him in the race of life.

"It is quite possible," continued Mr. Justice Greenfields, "that an employer, whose employee meets with an accident, might be willing for one or many reasons, to retain him in his employ during a short or long time at the same wages, but this fact would not affect the right of the injured person in fixing the annual rent due him under the act if he did suffer a partial permanent incapacity. It is not a question as to how much the injured person is earning after the accident, but the question is, to what extent has his earning capacity been reduced, and that reduction is not determined by what he is earning, for instance, at the time of the trial. His occupation or trade must be considered, and his physical condition must be considered, and if as a result of the accident his physical force or capacity to work at his trade is permanently reduced, he is entitled to relief under the act."

PERSONAL RESPONSIBILITY FOR FIRES.

The principle involving the responsibility of the owner of a building to his tenant, as to keeping the premises in a safe condition so far as fire hazard is concerned, is being tested by a suit in Indianapolis. The tenant of a building there, used as a rooming house, claims to have suffered injury because the owner of the building did not have the heating apparatus installed in a safe manner, and, in consequence, it is alleged, two fires occurred which led some of the tenant's customers to vacate the rooms they had occupied. This is a new adaptation of the idea of holding propertyowners liable for loss occasioned by fires starting upon their premises, says the *New York Spectator*, and the outcome of the suit mentioned will be awaited with much interest.

New life insurance legislation is promised in Saskatchewan.

LICENSING MANITOBA INSURANCE AGENTS.

The Manitoba Insurance Act has been amended to provide for the licensing of agents, the amendment going into force on June 1st. The amendment provides that no person shall act as agent, in the province, for any insurance company doing business in Manitoba until he has procured from the superintendent of insurance a certificate of authority authorizing him to act as agent for a duly licensed or registered company transacting insurance. Such certificate of authority shall continue in force until May 31st after the date thereof and may be renewed from time to time for an additional period of twelve months.

The new amendment also provides that every policy issued by an insurance company, licensed or registered in the province, must be signed by a resident agent of the Company.

WHERE "PATERNALISM" IS NEEDED.

The small fire loss per capita in European countries is largely due to governmental supervision, not solely in relation to the matter of building construction, but largely to the official control and organization of the fire departments, including the complete and enforced standardization of its fire appliances and its water supply, and in order to secure equal immunity from excessive fire loss in this country, we need just that modicum of "paternalism" which will ensure an enforced standardization of fire appliances and of water supply in all of our communities; we need the restraint due to a rigorously enforced law of such character in order to save our property and lives from the ravages of fire due to our reckless carelessness as a nation.—*F. M. Griswold.*

BRITISH LIFE WAR CLAIMS.

London advices state that up to the end of the week of April 3, the industrial life assurance offices had paid £375,767 in claims in respect of 19,300 soldiers and sailors killed in the war. This represents an increase since a month ago of £35,000 for 1,833 claims. The ordinary life office claims are gradually increasing for there has been paid to relatives of fallen officers £1,615,000, an increase of £15,000 during a fortnight.

FIRE FROM UNUSUAL CAUSE.

Potash tablets would hardly be suspected of constituting a potential fire hazard, and no more would the box in which safety matches are contained be supposed to possess conflagration possibilities. However, under certain conditions, these articles must be added to the long list of "fire causes," a combination of the two having been responsible for a fire which caused the loss of a \$40 overcoat to a certain Michigan citizen and might easily have started a bad fire. The potash tablets, in the same pocket with the match box, rubbed against the prepared surface on the box on which the matches are scratched and resulted in the ignition and destruction of the overcoat.

The Milwaukee Courts have just decided that the holder of an insurance policy cannot change the name of the beneficiary even though it is stipulated in the policy.