

On A. W. Baines (Chocolates)—Mount Royal, \$6,600; General of Perth, \$4,000; British Empire, \$5,000. Total \$15,600.

On Montreal Dairy Co. Ltd.—New York Und. \$33,000; Scottish Metropolitan \$19,000; Alliance of London, \$10,000; Norwich, \$15,000; Niagara, \$2,000; North British, \$5,000. Total \$75,000. Loss about \$30,000.

On Universal Importing Co.—North America, \$5,000; Prov. Wash., \$5,000; Firemens Fund, \$5,000; United States, \$5,000; Liv. & Lon. & Globe, \$7,500; Royal Exchange, \$7,500; Lloyds, \$35,000. Total \$70,000. Loss about \$20,000.

On Molson's Buildings and Machinery.—North America, \$37,500; Alliance, \$15,000; Firemens Fund, \$12,500; Prov. Wash., \$25,060; United States, \$13,500. Total \$103,500.

Fire at Toronto.—On the 2nd inst. a fire occurred on the premises of the C. B. Williams planing mills, St. Albans St. Loss about \$15,000.

Fire at Woodstock, N. B.—On the 2nd inst., a fire destroyed McDades Lath Mill.

Fire at Kingston, Ont.—On the 5th inst. a fire broke out in the McMahon Block. Loss about \$10,000.

Fire at Junetown, Ont.—On the 4th inst., a fire destroyed the Cheese Factory owned by W. Flood. Loss \$4,000.

Fire at London, Ont.—On March 29th, a fire destroyed barn and granary of the Ontario Hospital for insane. Loss about \$10,000.

Fire at McBride, B.C.—On March 26th, the store of J. F. Wright was destroyed by fire. Loss about \$7,500.

Fire at Hailebury, Ont.—On March 29th, a fire occurred in the Farr Block. Loss about \$10,000.

Fire at Cannifton near Belleville, Ont.—On March 24th, the Modern Brick School House was destroyed by fire. Loss \$10,000. Insurance \$4,000.

Fire near St. Catharines, Ont.—On March 27th, a fire destroyed three new cottages, store and dwelling, owned by C. M. Gibson, at "the 15" Beach on Lake Ontario. Loss about \$6,000.

Fire at Montreal.—On the 5th inst., a fire destroyed the Kadisha Synagogue, St. Urbain St. Insurance as follows: Royal, \$17,500; Northern, \$7,500. Total \$25,000. Loss total.

Fire at Montreal.—On the 6th instant, a fire broke out in the garage of Watson Jack, 2454 Park Ave., thirty automobiles were destroyed. Loss partly covered.

ACCIDENT INSURANCE

In the case of Rowe vs. United Commercial Travellers, decided by the Iowa Supreme Court in 1919, an accident policy insured Rowe against accident, but contained a provision that the policy should not extend to "any death, disability or loss resulting from violation of any law or from voluntary exposure to danger."

Rowe was killed in an auto mix up occasioned by his own reckless and negligent driving, and the company set up the defence that he had voluntarily exposed himself to danger and did not, therefore, come within the protection of the policy.

On this point the Court said:—

"The Court submitted to the jury the question whether the death of Rowe was the result of his voluntary exposure to danger, and the verdict returned indicates a finding of the jury that this defense has not been established. The instruction given to the jury with respect to this issue appears to be in accord with the precedents. The defence is an affirmative one, and the burden was upon the defendant to establish it by a preponderance of the evidence. The burden is not satisfied by showing that the deceased was negligent merely, or that, but for his negligence, he would not have been injured. He must have known and appreciated the danger, or the risk must have been so apparent that, as an ordinarily reasonable man, he must be held and known to appreciate it, and with that knowledge have intentionally taken the risk. The act which brings him into danger may be voluntary yet the exposure be involuntary. If for illustration we suppose the wheel of Rowe's car had become out of repair and seriously weakened, and he had not been aware of the defect, and that in attempting to speed up or turn around the corner the wheel gave way and brought about the driver's death, the act which increased the speed and brought about the breaking strain upon the wheel may have been voluntary, but that exposure to the resulting danger was unintentional and involuntary."

WANTED

Young man, 28 years old, with 4 years experience in a leading Fire Insurance Office, desires position as Inspector or other responsible position, both languages. Can furnish best references. Address.

G. E. J.,

Care The Chronicle.

Montreal.