

missioner, that he had examined the circumstances attending the loss and certifying that he believed the loss was through misfortune and not from any evil practice. This clause was practically a deal letter and was left out by the Ontario Revisers, and does not now appear in Ontario, Manitoba, Saskatchewan or Alberta. It does appear, however, in British Columbia, Quebec, Nova Scotia, and New Brunswick. *Ontario, Number 19.*

*Con. 13.* This condition specifying the person who must make proof gathers in one clause the provisions now found in two. *Ontario, Numbers 17 and 19.*

*Con. 14.* Fraud in a statutory declaration has the same cancelling effect on insurance in all the provinces. *Ontario, Number 20.*

*Con. 15.* This embodies a clause which is found in the Ontario and other Insurance Acts and deals with the duty of the assured to secure his property from damages and to make an inventory and to notify the company. It seems more logical to put in the conditions of the policy all matters which require action by the assured or give him rights so that he may be aware of his obligations and the benefit which comes to him. *Ontario Statute, section 200 (2).*

*Con. 16.* This clause dealing with a continuance of the insurance for a limited time on goods necessarily moved, also covers the obligations of the company to contribute to the expense of salvage. *Ontario, Number 16 part.*

*Con. 17.* The rights of the company to make entry on the damaged premises are at present in the statute and not in the conditions of the policy. These matters are now placed in a new condition and incorporated with them is the clause from another condition dealing with the question of abandonment. *Ontario, Statute section 200 (1) and part of Condition 16.*

*Con. 18.* The Canadian Statutory Conditions have always contained an arbitration clause, while the United States form provides for appraisal. It is rather significant that the Canadian Statutes give appraisal as an additional method which the parties may adopt, although it is not made compulsory. As a matter of fact, very few arbitrations take place. An arbitration is not a practical method of settling a fire loss. The damage can only be intelligently adjusted by those who go to the premises and inspect either the building or the goods. Arbitrators sitting hearing witnesses and listening to legal argument is too cumbersome as well as expensive and frequently too slow. In most cases of importance the dispute usually reaches a Judge who is perhaps better able to deal with it as a matter of legal procedure than are arbitrators. The committee therefore suggest an appraisal clause in lieu of arbitration. *Saskatchewan*