

# The Commercial

WINNIPEG, MARCH 30, 1896.

## RESPONSIBILITY FOR PRAIRIE FIRES

It will be remembered that last fall a great loss was occasioned throughout Manitoba by the destruction of property by prairie fires. A great many farmers lost portions of their grain and fodder crops, which were then standing in stacks all over the country. In some cases farmers lost their entire crops, and even buildings were destroyed in several instances. It was recognized at the time that many of these fires were caused by carelessness and neglect. Several of the most destructive fires were traced to the custom prevalent in Manitoba of burning the piles of straw after threshing.

While the law against starting fires is quite strong, there is often great difficulty in tracing up cases to their proper source. There has also been a disinclination in the past to take proceedings against parties supposed to have been responsible for the starting of prairie fires. The big crop of prairie fires last fall, however, has given rise to several interesting suits for damages, which should serve as a warning, in the future, for those who have been inclined to be careless about starting fires. It may be well to mention a few particulars concerning one or two of these law suits, with the object of showing the liability with which parties who start fires are involved.

In the case of McLean vs. Rickie, action was brought before Judge Locke, at Morden, Man., to recover damages for destruction of four stacks of wheat by fire, which, it was alleged, was started by defendant on his land, for the purpose of burning a pile of straw, which fire was carried thence to plaintiff's property. The defence was that the fire was the result of cinders left by threshers on the ground, and that if the fire was set by defendant there was no negligence either in the setting or in the keeping. The fire to burn the straw was set on Sept. 21 and it was raining at the time. He did not examine the fire afterwards, and a wind coming up the following day started a prairie fire from the smouldering pile. The county court judge in delivering judgment stated he had no doubt at all but that it was easily possible for defendant even after firing his straw, if taken in proper time, to have prevented its spreading. In this case a storm of wind arose on September 25, and the judge was of opinion that without wind the fire would not have spread on that date, but defendant should have provided for such a contingency. If negligence was an essential the peculiar circumstances of the case must be looked at, and the evidence in this case of the surroundings, the dryness of the season, that defendant was in a thick settlement, that there was an enormous number of grain stacks on the neighboring farms, that there was little fall ploughing, all tended to show that defendant was negligent in the conduct of the fire, inasmuch as he set out the fire without fireguards of any kind and did not attempt to guard it until it was too late. The county court judge

held that where a fire is set out for the purpose of burning refuse straw, that the party doing so assumes responsibility for all damage that results therefrom, and he assessed the loss at \$186.68.

From this decision the defendant appealed to a judge of the Queen's Bench and the case came up in Winnipeg, before chief justice Taylor. His Lordship dismissed the appeal with costs on the ground that defendant was guilty of negligence, holding that setting fire to such a quantity of straw as the produce of thirty acres would be, in a dry and windy season without ploughing any fire break, leaving no one to watch it, not going to examine the place next morning when the wind was rising, doing nothing until the fire broke away was such negligence as fully to justify the finding of the county court judge that the defendant was negligent in the setting out and keeping of the fire.

In another case, that of Booth vs. Moffat, a farmer started a fire to burn some grass, and after watching it a while, went away thinking it was out. A wind came up and carried the fire to plaintiff's farm, burning his house. This case came before Justice Bain at Winnipeg, on appeal from the county court of Carberry. The justice held that there was ample evidence of negligence to warrant a verdict in favor of the plaintiff. It might be that the fire was originally set out for the necessary purpose of husbandry, and that in setting it out as and when he did the defendant was not guilty of negligence, but in his subsequent conduct he was negligent. The defendant was guilty of negligence in going away and leaving the fire still smoking with fire smouldering in small parcels of manure, especially at a time when there was a fresh if not a high wind blowing, and when although the ground just at the fire may have been wet the surrounding country may have been dry, no rain having fallen for several weeks. There could be no doubt the second fire which caused the damage complained of, had its origin from the first one which defendant left smouldering in a negligent manner. A verdict was given for plaintiff for \$250 and costs.

These and other convictions obtained for fires started last fall, will have the effect of inducing more frequent prosecutions in the future, in case of the destruction of property from prairie fires. The result of these legal contests should be made known widely throughout the country, in order that it may have full effect, and be made known where it will do the most good.

## THE GREAT WEST LIFE.

With pleasure The Commercial calls attention to the very full report of the Great West Life Assurance Company, which appears in this number. It is a matter of great satisfaction to all those who favored the establishment of a life company with headquarters in Winnipeg, that the Great West Life has already made such a splendid record. The company has been most successful from its very inception and is now we may say firmly established on a sure and sound basis. All this reflects credit upon the management, and shows that the affairs of the company have been conducted with energy and ability.

The report now presented covers the third full calendar year of the company, and shows that 1,195 applications for \$2,101,700 of insurance were received during the year. Insurance in force at the close of the year was \$5,071,150, a gain of \$892,100 over the previous year. The sum of \$22,769, was paid in death claims, and no claims were unsettled at the end of the year, which is a good evidence in itself of prompt payment of claims by this company. The funds of the company are all invested in the West, at an average rate of interest of 7.05 per cent., and the interest has been so well met that only about \$16 was unpaid at the end of the year. This shows how carefully the investments of the company have been made.

The company is now doing business all over Canada, and the position now attained by the Great West Life is fully equal to the position of other leading Canadian companies after ten or fifteen years' experience.

With improving business prospects throughout the West, it is quite certain that this home company will vastly increase its business and its resources during the current year. In fact, we are informed that the business of the company for the current year, to date, shows an increase of 48 per cent. over the like portion of last year. Of course, the higher rate of interest obtained here is a great advantage in favor of the home company, as all its interests are in the West. This gives the company a surplus of 3 per cent. as compared with a surplus of 1 per cent. received by Eastern companies. This will enable the Great West Life to pay larger profits to policy-holders, from surplus earnings. That great care has been exercised in selecting risks, thereby guaranteeing better profits to the policy-holders, is shown by the fact that only three deaths occurred last year. Mr. J. H. Brock, managing director of the company, and his assistants generally, are to be congratulated on the splendid showing they have made in gaining so soon such an enviable reputation for the Great West Life.

## EDITORIAL NOTES.

It might be interesting, in view of the reports about snow blockades in the East, to call attention to the fact that the railways in Western Canada have suffered no delays during the past winter from storms. There has not been even a trifling snow blockade in Manitoba during the winter. On the other hand, several bad blockades have occurred down East, the last one taking place as late in the season as March 20. This storm appears to have been a very severe one, and trains in some cases were blocked up for several days. Contrast this with Manitoba, which has not had a snow blockade worth mentioning for a number of years.

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THE Bank of British Columbia has been passing through experiences which most banks are liable to meet with in a new country. The bank has had heavy losses during the past year or two, and has been obliged to write off a large sum for bad debts. The Winnipeg banks had the same experience after the "boom" period. It is well to note here that a large portion of the losses of the Bank of British Columbia were made