

tion arising under this Act shall be subject to review or appeal to the same extent as a decision by such court or judge in other cases.

FIRST SCHEDULE.

STATUTORY CONDITIONS.

First. If any person or persons insures his or their buildings or goods, and causes the same to be described otherwise than as they really are, to the prejudice of the insurer, or misrepresents or omits to communicate any circumstance which is material to be made known to the insurer, in order to enable the insurer to judge of the risk undertaken, such insurance shall be of no force in respect to the property in regard to which the misrepresentation or omission is made.

Second. After application for insurance, it shall be deemed that any policy sent to the assured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein the policy differs from the application.

Third. Any change material to the risk, and within the control or knowledge of the assured, shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the premium for the unexpired period and cancel the policy, or may demand in writing an additional premium, which the assured shall, if he desires the continuance of the policy, forthwith pay to the insurer; and if he neglects to make such payment forthwith after receiving such demand, the policy shall be no longer in force.

Fourth. Notwithstanding anything in the contract between the assured and insurer, the question of the materiality of any representation in the application shall be a question for the court and not for the jury.

Fifth. If the property insured is assigned without a written permission indorsed on the policy by an agent of the insurer duly authorized for such purpose, the policy shall thereby become void, but this condition does not apply to change of title by succession, or by operation of law, or by reason of death.

Sixth. When the property insured is only partially damaged no abandonment of the same will be allowed unless by the consent of the insurer or its agent; and in the case of the removal of the property to escape destruction by fire the insurer will contribute to the loss and expenses attending such act of salvage rateably to the respective interests of the insurer or insurers and the assured.

Seventh. Money, books of account, securities for money, and evidences of debt or title, are not insured.

Eighth. Plate, plate glass, plated ware, jewellery, medals, paintings, sculptures, curiosities, scientific and musical instruments, bullion, works of art, articles of vertu, frescoes, clocks, watches, trinkets and mirrors, are not insured unless mentioned in the policy.

(To be concluded).

Mr. E. W. Owen, Calgary representative of the Sun Life of Canada, has left the western city to assume the management of the Sun Life's Detroit agency.

Personal Paragraphs.

Mr. Brian H. Waud, assistant manager at Montreal, has been appointed Montreal manager of the Molsons Bank in succession to Mr. E. C. Pratt, who has taken up his duties as assistant general manager.

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Mr. A. P. Raymond, who for the last ten years has been at the head of the French department of the Confederation Life Association in Montreal, has resigned his position to devote himself to other business.

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Mr. James H. Scott, who recently retired from the position of general manager of the Gresham Life Assurance Society, Limited, was entertained to luncheon by the members of the board on February 6, and presented by the directors with a handsome piece of silver plate.

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Mr. A. L. Eastmure, of Toronto, was a visitor to Montreal this week, in connection with the completion of the organisation of the new Casualty Company of Canada. This Company will have an authorised capital of \$500,000, of which, we are informed, nearly \$100,000 has been already subscribed.

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Mr. J. C. Rimmer, sub-manager, Liverpool & London & Globe Insurance Company, Liverpool, England, arrived in Montreal last week, and spent a few days at the Head Office for Canada. He left for New York later and will likely visit some of the Company's important branches in the United States before returning to England.

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Mr. J. Gardner Thompson, manager for Canada Liverpool & London & Globe Insurance Company, accompanied by Mrs. Thompson, sailed for the Mediterranean per SS. Pannonia, from New York this week. During his absence he will visit Spain, France and Great Britain, returning to Canada in about two months.

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CANADA LIFE APPOINTMENTS.

It is announced by the Canada Life Assurance Company that Mr. L. K. File, B.A., F.I.A., has been appointed assistant actuary in place of Mr. W. A. P. Wood, M.A., F.A.S., promoted.

Mr. File, who graduated from the university of Toronto in 1903 at the head of his class, winning the gold medal, began actuarial work in the same year in the office of the Imperial Life, where he remained until he joined the Canada Life in 1909. He is one of the few actuaries on this continent who have obtained, by examination, the degrees of Fellow of the Institute of Actuaries of Great Britain and of the Actuarial Society of America. The former is recognized throughout the world as the highest standard of actuarial qualification.

Mr. A. G. Dalrymple, who has been a member of the Company's actuarial staff for ten years, has been appointed chief clerk of that department. Mr. Dalrymple is recognized as a hard worker and a competent organizer, and is said to have brought the work of his department up to a high state of efficiency.