thought and investigation, has in my mind crystalized itself into a

RULE.

That the fire insurer's liability for loss or damage by Proper Vice begins only when he fire communicates to objects other than the one in which it originates. Such communication must be attended by ignition, and any direct loss or damage caused to or by the article to which the fire so communicates is within the scope of the policy.

Under this rule the claimant referred to received pay for his out-house, but not for the stove, nor for the smoke damage to the drapery or furniture; for nothing aside from the stove itself, the domicile of the Proper Vice, had been ignited, *and it was natural and proper that there should be combustion there.* The smoke and soot which occasioned the damage resulted from no *accidental fire*, and were not chargeable to the company. Had the fire of the stove, however, ignited some adjacent independent object, the company would have been liable for the damage done to and by the burning of said object, and also for the damage done by the smoke arising therefrom.

Now as to the liability of insurers for damage resulting from Proper Vice, I find various authorities. Concerning "Intrinsic Proper Vice," we quote Emerigon, Section 9, page 311, where he says: "Losses proceeding from the Proper Vice of the subject and its intrinsic nature *ex vitio rei et intrinseca ejus natura*, are not at the charge of insurers." In other words, the insurers are not liable for losses sustained through or on account of the Proper Vice of the subject insured. Nor is this rule a mere conjecture on the part of Emerigon, for he bases the same on the decisions of the Guidon and the rules of Amsterdam. In this view of the matter Emerigon is also sustained by Valin, a noted French authority on insurance, who, in his commentaries written about the year 1720, says, "Insurers are responsible only for such damages as happen through casual or unavoidable accident, . . . but an accident is not that which happens through the defects or perishable nature of the thing insured." The principle laid down by these writers seems to have obtained general adoption, and, I think, is too well settled to need further discussion.

Relating to the liability of insurers for losses occasioned by "Extrinsic Proper Vice," I find authorities more modern than those above cited. Probably the most competent of these is the decision of Judge Dallas in the case of Austin vs. Drew, reported in volume 6, Taunt., page 436, and which decision is also referred to and discussed in volume 10, Cushings' Mass. Reports, page 656. The points in this case, in brief, are about as follows:

A sugar refinery was provided with the usual furnace, the chimney of which extended through successive stories of the building above the roof. Over the top of the chimney was mechanically arranged an iron regulator or damper, which was operated from the furnace room. On the morning when the damage occurred, the party whose duty it was to attend the furnace had, through negligence or inadvertence, failed to open the damper, the result being that the smoke and heat which would otherwise have escaped up the chimney, worked its way through the sides of the chimney into the upper stories, damaging a great quantity of sugar by overheating and smoke. The owners demanded indemnity from the insurance companies, claiming that they had sustained a loss by fire.

Judge Dallas, in rendering his decision in favour of the companies, says: "There was nothing on fire which ought not to have been on fire, and the loss was occasioned by the carelessness of the plaintiffs themselves." Commenting on the same case, Philips, an English auhority on insurance, says: "The damage was occasioned by the unskillful management of the machinery, and not by any of those accidents from which the defendants intended to indemnify the plaintiffs."

Ellis, in his work on insurance, page 25, says: "In order to recover upon a policy against loss or damage by fire, it is not sufficient to show that the property has been damaged by the heat of fires usually employed in manufacturing, and incurred by the negligence of the insured or his servants, beyond its usual intensity."

Beaumont also deals with the question of Proper Vice, on page 37 of his work, and says:

"Where a chemist, artisan or manufacturer employs fire as a mechanical agent, or as an instrument of art or fabrication, and the article which is thus purposely subjected to the action of fire is *damaged in the process* by unskillfulness of the operator and his mismanagement of heat as an agent or instrument of manufacture, there is not a loss within a fire policy."

These authorities would seem to sustain the rule laid down by the writer, at least to such an extent as they may apply thereto, and any propositions advanced in said rule not covered by said authorities must be accepted by my hearers only to the extent that the author's *opinion* may give them weight.

Now, as the subject of Proper Vice is one which will admit of such elaborate treatment that you would have no time to listen to, nor I the ability to so present it, I will content myself with submitting the foregoing superficial remarks for your consideration meantime, thanking you for your attention.

PRIZE MEDALS FOR BEST FIRE ENGINES, ETC.—Sir H. T. Wood, on behalf of the council of the Society of Arts, has intimated to the Advisory Committee of the International Fire Exhibition, 1903, that the council has decided to offer gold, silver and bronze medals for certain classes of modern fire-extinguishing and life-saving appliances, to be exhibited at Earl's Court. For the best chemical fire-engine for town use shown at the exhibition the council offer one Society of Arts gold, two silver, and two bronze medals, and also similar awards for the best and most easily-worked long ladder exhibited, which will reach the sill of a window 80 feet above the level of the pavement, and which can be rapidly transported over roads not more than 25 feet wide.