

FIRE COMPANIES AND FOREST

Preservation—Underwriters are Interested in Reduction of Waste.

That the fire insurance companies are actively carrying on a campaign for the conservation of all the property of the country in the same way as the Canadian Forestry Association is doing in regard to the forest wealth, was the contention made by Mr. R. Laidlaw, of the Norwich Union, at a recent meeting of the Forestry Association. By bringing to the attention of the authorities, the protection of property against danger from fire added Mr. Laidlaw, we are constantly promoting that object. To show how important that work is, in this country and in the United States the amount of property destroyed per year is ten times what it is in any European country. All of that is an absolute waste and should be preserved. As to forest preservation, there have been some disasters where carelessness in relation to forest fires has not only destroyed the property of the lumbermen and of the country in the way of standing timber, but has swept over immense areas of country and destroyed cities and towns.

Some Notable Forest Fires.

New Brunswick will remember two tremendous forest fires that swept over the whole of northern New Brunswick, destroying the capital of the Province. In Eastern Ontario, also, we had a fire, caused by carelessness in a slashing, which destroyed Casselman, South Indian, and several other districts in a single afternoon. Last year the town of Fernie, in British Columbia, was destroyed. After a personal visit to the scene, I can say that that fire was due entirely to slashing left in the woods by lumbermen in limits near the town. Wherever that fire came to timber land that had not been cut over it went out—showing very conclusively that if the law enacted in New Brunswick and in Wisconsin is properly enforced—there being no kindling wood, left in the forest—the forest fires will be largely eliminated. Cities are very much interested in another way, namely the abnormal flow of water—high water at one time of the year and low water at another. There was a period last year when the City of Ottawa was in great peril from the fact that the water in the Ottawa River fell to an unusually low mark. Almost annually the City of Brantford and other cities in the Grand River Valley have their waterworks practically put out of business for a week owing to high water, and at another time have not sufficient water to supply the ordinary necessities of life. That is a condition that prevails throughout, and is growing worse in many parts of this country.

Fires and Relation to Season.

The underwriters and fire insurance men of the country will heartily co-operate in every way possible in endeavouring to remove the ever-present danger arising from the careless manner of dealing with the forests, not only in the timber limits but also in the neighborhood of towns, in regard to fire, especially in dry seasons. Our records show that fires have a very distinct relation to the nature of the season, whether it be wet or dry; that where the season is dry the number of fires is very much greater than when we have a wet season. Therefore in drawing the attention of any Government to fire-ranging, it should be recognized that the ordinary system is intended to cope only with a normal season, and that provision should be made in the statutes that when the season is abnormally dry either the rangers or the Government should be empowered to bring in additional assistance, so as to be able to cope with the unusual situation.

WORKMEN'S COMPENSATION IN CANADA.

(Continued from Page 1144).

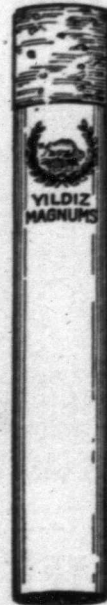
as the probability of liability is greater and the limit of compensation higher, the premium required of him will be larger. Possibly the Courts may put a different interpretation upon this Act of Alberta, but its operation as outlined is what may be expected from the construction placed upon similar provisions elsewhere.

Judge Has Discretionary Powers.

A commendable provision of the New Brunswick Act is that which regulates the cost of proceedings:—

"The Judge may, or may not, award costs to either party, as to him may seem just, and if he allows costs, he shall tax and fix the amount thereof. In no case shall he award more than twenty-five dollars costs against the petitioner, or more than one hundred dollars costs against the respondent."

This provision should tend to discourage spurious claims or claims made in the hope that the employer will compromise rather than be put to the expense of defending.



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As in all the Provinces of Canada with the exception of Alberta, the serious neglect or wilful misconduct of the injured relieves the employer from liability for compensation, it is important to know what constitutes "serious neglect." The leading case in Canada interpreting the meaning of this phrase is that of Hill vs. Granby Construction Co., 12. B.C. Reports, 118, decided by Mr. Justice Duff, now of the Supreme Court of Canada. In this case the deceased met his death by standing upon the top of a train as it entered a tunnel. The top of the tunnel was only 14 inches above the top of the car. The employee knew this and that he must be seriously injured unless he got out of the way, and while a place of safety was available, stood with his back to the mouth of the tunnel upon the top of the car; held that he was guilty of serious neglect and not entitled to compensation.

The Court therein explains "serious neglect":

"An act, or omission, which may be described as negligent because occurring in circumstances in which a reasonably prudent person would expect it to cause harm of a very trifling character, may lead actually to disastrous consequences. Such an act or omission would not, I think, fall within the words we are considering. The test is the apprehended, as distinguished from the actual, consequences."

Serious Neglect as Sole Cause.

Serious neglect means more than mere contributory negligence, if there has been any neglect whatever upon the part of the employer even though the accident would never have happened except for the injured's negligence, the employer is liable, and it is now determined that in order to relieve the employer the workmen's serious neglect must have been the sole cause of the accident. While under the Acts in the event of death compensation is payable only to those relatives of the deceased who were dependent upon him at the time, according to the interpretation placed upon the words "dependent upon" they may be taken to mean the same as "received benefit from"†, and any person in such relation to the deceased that he would naturally assist in their support, such as infant child, wife or mother, would have no difficulty in establishing dependency even though they had independent means of support. In a Scotch case,‡ a woman living apart from her husband and not receiving more than £5 a year from him, was held to have been wholly dependent and as his widow recovered the maximum compensation, as was also a woman who had been deserted by her husband for 4 years. While it is the evident intention of the Act to allow compensation in proportion to the state of dependency existing, yet it would be extremely difficult, any degree of dependency being established, to set aside a finding for the maximum amount allowable for total dependency.

† Dawbarn's Employers' Liability & Workmen's Compensation. P. 172.

‡ Cunningham vs. McGregor.

(To be continued).