

GIVING NOTICE OF LOSS.

The case of *Prairie City Oil Company vs. Standard Mutual Fire Company*, decided by the Supreme Court of Canada in 1910, turned upon the sufficiency of a notice of loss under a fire policy.

This case was decided under the Manitoba "Fire Insurance Policy Act" which provides that "where by reason of necessity, accident or mistake, the conditions of any contract of fire insurance on property in this province as to the proof to be given to the insurance company after the occurrence of a fire have not been strictly complied with, or where from any other reason the Court or Judge considers it inequitable that the insurance should be deemed void or forfeited by reason of imperfect compliance with such conditions," the insured may still collect notwithstanding the defect in the proof of loss.

By the same act the assured is "forthwith after loss to give notice in writing to the Company."

It appeared from the evidence in this case that while the insured himself did not give notice of the loss in writing, the general agents notified the Company by telegram, and the Court held that, under the circumstances, a written notice from the assured was not necessary in view of the Manitoba law quoted above.

"The Company's officers had," said Judge Anglin, "through the telegram from its own agents, all the benefit which they could derive from a notice in writing given personally by the insured who may well have been lulled into the belief that the Company would accept its agent's notification as a compliance with the condition. The omission of the insured to give the notice in writing was obviously due to accident or mistake. This is, therefore, in my opinion, eminently a case in which it would be inequitable that the insurance should be deemed void or forfeited by reason of imperfect compliance with the condition as to immediate notice in writing."

The *Prairie City Oil Company* case was followed by the Supreme Court of Canada in the case of *Bell Bros. vs. Hudson Bay Insurance Company*, decided a few months later, and both cases were followed by the Supreme Court of New Brunswick in a case recently decided.—*Wetmore vs. British & Canadian Underwriters*.

In New Brunswick the Insurance Act under which the *Wetmore* case was decided is in practically the same words as the Manitoba Act, and the *Wetmore* case the insured verbally notified the company in writing, and the Court held that the insured could recover, on the ground that there had been a substantial compliance with the requirement of notice in writing.

"From all this," said Judge Grimmer, "I think the proper inference is that *Wetmore* assumed what

he had done and what the agent stated he would do to be a sufficient compliance with the conditions of the policy, either as having been done on his behalf by the agent or as being within the terms of the conditions themselves. *Wetmore* allowed his interests to become the particular care of the Company, and left the same entirely in its hands, and it will be encroaching closely upon the domain of fraud to permit the acts of the agent or Company to deprive *Wetmore* of the benefits of the policy and the objects for which the insurance was placed. It seems almost certain the Company, probably acting upon some information from their adjuster, made objection to the payment of the loss on other grounds than for improper compliance with the statutory conditions as to notice and proof, and the fact that they had prompt notice from their own agent of the loss and could have suffered no prejudice from the omission of the assured and also to give them notice."

M. L. HAYWARD.

A WILDCAT OPERATOR CAUGHT.

Samuel J. Meyers, president, secretary and treasurer of the Fidelity Automobile Service Association of Philadelphia, has been arrested at the instance of the insurance department of Pennsylvania, on the charge of alleged fraudulent placing of \$50,000 of "insurance" with farmers in violation of the Pennsylvania laws. The accused is held under \$7,000 bail for a further hearing. Card index systems and books of the association seized by the authorities show a membership of 1,800. The concern is said to have had practically no assets, and the books show that for the payment of \$37.50 the association would provide the usual automobile insurance in addition to furnishing lawyers in case of accident or suits, etc.

NORTHERN LIFE ASSURANCE COMPANY.

The Directors of the Northern Life Assurance Company, London, Ont., announce the appointment of Mr. R. C. Macknight to the position of Assistant general manager. Mr. Macknight has been Treasurer of the Company for some years, in which position his services have been very much appreciated by the directors of the Company.

Ontario Farm Buildings to be Equipped with Lightning Conductors.

Ontario is to have a law requiring all farm buildings of a defined class to be equipped with lightning conductors. Thus will come again the day of the lightning-rod agent whose financial achievements in rural parts a generation or two ago have been famed in song and story..