FIRE MARSHALLS.

The alarming increase in the number of incendiary fires and the virtual impunity from punishment enjoyed by a class of criminals of the most villianous character, have drawn attention, in the Province of Quebec, to the advisability of adequate legislation. We have on our Statute book two Acts, 20 Vic. Cap. 26 and 23 Vic. Cap. 35, authorizing enquiry into the origin of fires. The great defect in the law is to be found in a clause requiring the Coroner or other functionary to act, if it shall be shown that there is reason to believe that the fire was the result of culpable or negligent conduct or design, or occurred under such circumstances as in the interests of justice and for the due protection of property, require an investigation. In many cases it has been found impossible to originate an enquiry, owing to the unwillingness of parties to assume the position of a public informer. The difficulty of obtaining a conviction in a criminal trial from lack of evidence has been a matter of constant complaint, and Insurance Companies have hesitated to incur odium by instituting prosecutions which prove abortive.

A bill has been introduced by Mr. Carter, one of the members of the Assembly of Quebec, to establish a new officer in Montreal under the title of Fire Marshall, whose duty it shall be to attend every fire in that city, and to institute an enquiry into the cause and origin of such fire. The Fire Insurance Companies in Montreal that pay taxes to the Corporation shall have the selection of the Fire Marshall, through their agents or managers, and the City Corporation, his appointment. The majority of such insurance companies will be empowered to remove the officer appointed, for incompetency, misconduct, and neglect of duty. The Marshall shall have vested in him the power and jurisdiction of any Judge of Sessions, Recorder or Coroner, for all purposes connected with the enquiry. He shall have power to summon witnesses and to arrest persons suspected of having set fire to any house, building or property either before or pending the enquiry, and should the evidence adduced before him be such as to afford reasonable grounds for believing that the fire was not accidental, and was kindled by design, he shall issue his warrant for the arrest of the offender or person suspected, if known and not already in custody, and proceed with the examination and committal of the accused for trial in the manner provided by chapter 102 of the Consolidated Statutes of Canada. He shall have power to arrest without warrant all persons disturbing the peace at any such fire, or suspected of stealing any property whatever at such fire, and to cause the offenders or persons so suspected to be brought before the Judge of Sessions, Recorder, or any Justice of the Peace, to be dealt with according to law.

The objections made to the provisions of the Bill are briefly these: That it is a violation of public policy to allow the insurance companies to appoint a judge or magistrate; that it is unwise to leave the selection of such officer to the companies, and to pay him by fees levied on the insurance companies interested in the fire, the subject of inquiry; and that the power of arrest should not be committed to such hands.

It must be borne in mind that, as in nine cases out of ten the expense of an inquiry under the proposed Act will be thrown upon the Insurance Companies, we might reasonably look to the appointee of the managers or agents of these companies for a more thorough, a more zealous investigation than could reasonably be expected from a functionary whose tenure of office and whose salary might be at the mercy of a city council. A zealous officer always incurs a certain amount of odium, and we can easily understand why a coroner would not wish to subject himself to the charge of obtrusiveness. The Fire Marshall should be above the reach of mere clamor. The managers and agents who would make the appointment would have no personal interests to serve in the matter. Unless the officer appointed have the power of arrest, his investigations will prove abortive, for, as in the Middleton case, the suspected incendiary usually hurries across the frontier and laughs at the ordinary slow forms of law. No matter who makes the appointment, the power of arrest should be placed in the hands of the Marshall.

While on this subject we would call the attention of the Assembly of Ontario to the proposed Act, and suggest the propriety of a similar measure being adopted in this Province.

To Correspondents.—J. D. H., of Halifax will see by last week's paper that we anticipated his letter. Will be glad to hear again from him on the same subject.

Communications.

Life Insurance.

Editor of the Canadian Monetary Times.

Dear Sir,—I have read your Editorial remarks on "Life Insurance," in your paper of 30th ult. A considerable portion of the article is devoted to strictures on the system *now practised*, by which "assured" suffer by the forfeiture of policies allowed to lapse.

I may safely assert that the number of Life Policies allowed to lapse at an early stage of their existence is, in Canada, greatly in excess of the experience obtained in Great Britain. The comparative novelty of the system, and consequent want of due consideration before a Life Insurance provision is effected, accounts in a great measure for this fact. The practice is much to be regretted, and Life Companies incur heavy expense thereby. From the tenor of your remarks it would appear that, in every view, the Company is thereby a gainer, which is not the fact I have been always desired, and when called upon advised, that due deliberation should be exercised before an application for Insurance is made, more especially as to the amount to be applied for, that the premium may not afterwards be found to excede the available means of the assured, rendering the abandonment of the policy necessary. Many policies are surrendered after payment of one year's premium—or even an instalment to account of the same—not in amount equal to the expenses incurred by the Company in preparation of the policy, medical fees, &c. No return could surely be looked for in such a case? Of course the policy *becomes* of surrender value—and such surrender value ought to be allowed. In consequence of your remarks, I think it advisable to send you the rule applicable to the surrender of policies adopted and published by this Company. I am satisfied that if the value is to be based on a fair calculation, a larger or more liberal per centage of return under lapsed policies could not be allowed.

I am pleased to observe the increased attention paid to "Life Insurance" by the Press. I trust that those who take the subject in hand will remember that there are two sides to a question, and that they will act impartially as advocates for the Company or Insurer as well as for the insured. I am confident that such will be the course pursued by *The Canadian Monetary Times*.

I am, Dear Sir,

Yours faithfully,

A. Davidson Parker.

Montreal, Feb. 8, 1868.

[Our correspondent does not deny the fact upon which our strictures were based, viz: That as a rule forfeited policies are found sufficient to pay the whole working expenses of a Company. The fact mentioned by him that Companies sometimes lose by the premiums paid not being sufficient to cover expenses of medical examination, &c., is not pertinent to our strictures, for we expressly said that in the event of return of premium on the cancellation of a policy the expenses should be deducted, and besides, is an additional defect, for losses from this cause have to be borne by the other policy holders. If Companies do not take care to have a sufficient sum paid in advance to cover expenses and consequently suffer loss that is their own fault.—Ed. C. M. T.]

A Correction.

Canada Life Assurance Co'y,
Hamilton, 6th Feb. 1868.

To the Editor of the Hamilton Spectator.

Sir,—In drawing attention lately, to some inaccurate statements as to this Company, by the Agent of the Etna Insurance Office, of Hartford, I intimated that I did not intend to further notice the course that gentleman might pursue in that way, for I believed that the public would estimate at their true worth the statements of an agent who, instead of looking for business upon the merits or advantages of his Office, sought for it so much by the abuse of rival institutions, whose character and integrity were not matters of doubt. The agent of the Etna having again, however, in a Toronto paper, drawn attention to a point of a somewhat technical or professional character, which may not be readily understood by the general public, I have thought it well to refer to it; I allude to his unfair and incorrect comparison of the Etna's balance sheet with an imaginary one of the Canada Life, and his assertion that the Etna Company does not in the valuation of its policies, in its statement of Assets and Liabilities, take into account its future premiums.

His words are: "I emphatically deny it, and challenge him (Mr. Ramsay) to point out a single item in the Etna's accounts that would indicate any such practice." Having already referred the Etna's agent to his accounts, it would be useless to do so again, but I addressed the Hon. Elizur Wright, the Actuary of the Etna Company on the subject, and that gentleman replies, as anyone who knows anything of Life Assurance matters would anticipate, that *he does take into account* the future net premiums of the Etna Company. Surely that must satisfy the Etna's agent and meet his "denial" and "challenge," but whether it does so or not, such loose and incorrect assertions in reference to his own office will induce the public to pay little heed to what he may say about other companies.

Yours obediently,

A. G. Ramsay,

Manager.