

ing after the word "printing" the word "on the face of" and the word "except" the words "the number."

(5) 1 *Misrepresentations*.—This is limited to misrepresentations made when "applying for insurance"—It is equally important that misrepresentations made during the currency of the policy should void the policy. The present Ontario condition meets this objection and it should be adopted in its entirety.

(6) 5 (b) The words "heating or cooking" might fairly be added after the words "refined oil for lighting."

5 (c) *Change of title*.—The original draft included "or in the case of chattels is mortgaged," but these words are omitted in final draft—a retrograde step. Such fact is essentially "a fact material to the risk" and as such should be communicated to the insurer.

(7) 5 (1) Add the words "or being a manufacturing establishment ceases to be operated for a period of thirty days."

7. *Material Change*—Substitute the conjunction "or" "for" "and" making it obligatory upon the assured to communicate any change material to the risk within his "control or knowledge."

9. *Mortgagees and other Creditors*.—The original draft required notice of assignment and consent of insurer, otherwise policy void; the final draft omits this formality and implies the right of an assured to assign his interest in the policy. This is a very radical departure from a settled practice which has always been looked upon as vital to the contract of insurance. We cannot too strongly urge the reinstatement of the original condition.

9. (b). It would seem sufficient to provide that the policy cannot be cancelled or altered without notice to mortgagee. It is difficult to foresee how far reaching the words "or otherwise dealt with" might be, and it is therefore suggested they be struck out.

10. *Termination of Insurance*.—The words "at any time before loss" should be struck out. This limits the right of insurer to cancel before loss. It frequently happens the occurrence of a loss is the warning signal and the right of the insurer to cancel at any time before or after a loss should not be abridged in any way.

11. *Salvage*.—The original draft required assured to make an inventory, omitted from final draft, surely that is not an unreasonable requirement. How can the assured prove his loss without going through some such process. The obligation to prove the loss is on the assured not the insurer. The duty of preparing an inventory should be specifically laid upon the assured.

15. *Requirements after Loss*.—This condition is more remarkable for what it does not contain than for what it contains. The assured is not even required to state his interest in the property destroyed. When the property is destroyed the insurer practically occupies the position of a purchaser and is entitled to full information as to the property for which he is called upon to pay.

17. *Appraisal—Sub-section (E)*.—This sub-section which is entirely new seems to invite complications. The general practice is for the companies to act together in the adjustment of the loss, usually as a matter of self interest, but just how this can be enforced is not quite apparent. Suppose one company stands out should the appraisal be held up? How is an unlicensed company to be reached? Then for the lawyers to impose upon a poor unfortunate carpenter and builder the determination of the amounts to be paid under non-concurrent policies is surely going the limit. Why some of the questions arising in such instances would puzzle their brethren from Philadelphia. The apportionment of costs as between the companies might safely be left to the companies to fight out amongst themselves. This sub-section serves no useful purposes and might safely be omitted.

**Insure in one of Canada's Oldest and Strongest Fire Insurance Companies
Organized in 1862**

The Acadia Fire Insurance Company

OF HALIFAX

LIABILITY UNDER ALL ACADIA POLICIES GUARANTEED BY
PHOENIX ASSURANCE COMPANY, LIMITED
OF LONDON

WHOSE ASSETS EXCEED \$98,000,000

MONTREAL AGENCIES, LIMITED
GENERAL AGENTS

MONTREAL TRUST BUILDING, MONTREAL

JAS. D. CHERRY, Manager