The Chronicle

Insurance & Minance.

. WILBON-BMITH Proprietor. ESTABLISHED JANUARY. 1881

PUBLISHED EVERY FRIDAY

Vol. XXIII. No. 45

MONTREAL, FRIDAY, NOVEMBER 6, 1903.

SINGLE COPY ANNUAL SUBSCRIPTION .

10c. 82 00

A Worthy Object.

Owing to their building having been materially injured by fire, the Ladies' Benevolent Society, of this City, is appealing for subscriptions to aid them

in restoring the Home to the condition requisite for receiving inmates, many of whom are aged and infirm, and all dependent upon this institution for shelter and support. Donations forwarded to Mrs. Wolferstan Thomas, Dorchester Street, Montreal, for the Society, will be gratefully acknowledged.

An Old but Needful Warning.

Although Christmas is seven weeks distant, it is not premature to sound a warning note regarding the special fire hazards of that season. The displays made in store windows

are especially dangerous, as the flimsiest materials are exposed, and the lighting arrangements are usually very defective, as they are put in for a short term only. The decorations in houses, churches, schoolrooms, concert halls at Christmas and New Year's Day, are very apt to catch fire. In many cases these risks vitiate the policy covering the premises, a fact that policyholders do not sufficiently realize, or they would be more careful in arranging their Christmas decorations.

A Revengeful Customer.

The following case, reported in "Insurance Herald," shows the necessity for fire companies co-operating to protect themselves from extortion

and fraud :-

When the Star theatre burned last winter in Atalanta, a large clothing house made a claim on the insurance companies for \$10,000 smoke damage. After talk with the adjusters, the claim was reduced to \$5,000, but when they suggested the advisability of an appraisal, it was still further reduced to \$1,000, at which figure settlement was made. The assured said he was fully satisfied, and hoped the companies would not cancel their lines of the risk on account of his first claim of damage. The adjusters believed him, to find now that the policies of their several companies were dropped at expiration, and that the insured refuses to accept the policies of any company that was on the risk at the time of the fire. In plain words, this man, or firm refuses to give business to any fire company that resisted his attempt to swindle it by a fraudulent claim.

The Supreme Court of Massachu-Hard on the setts has decided that:

Companies.

"A building damaged by fire or other casualty may be repaired or restored so as to conform to its original condition or may be reconstructed, so as to conform to the requirements of the act for new buildings, as the inspector with the approval of the board of appeal may permit."

This, says our New York namesake, creates such a condition that fire insurance under the standard policy form in Massachusetts, calls for indemnity to the full amount required to make fire-proof repairs, if the inspector demands that repairs be of that nature, which is certainly a most amazing decision, and a great departure from the theory occasionally advanced that insurance is indemnity. For here the company is required not merely to make good what the article costs, but what it would cost, were it a different article. The provision of this judgment that, the underwriting company may be required to reconstruct a building damaged by fire. or other casualty "so as to conform to the act for new buildings as the inspector with the approval of the board of appeal may permit," opens out a great opportunity for acquiring a costly building at the expense of a fire insurance company. Such a contingency as the above decision raises will have to be provided for in the rates, just as the risk of conflagration has to be considered, so the property owners at large will have a chance to reflect upon the bearing of this class of legislation.