

It has been divulged that a number of companies have not sent in to the Commissioners such replies to the schedule of questions as were asked. Those questions, indeed, could not be fully answered without overwhelming the Commission with work they could not be expected to undertake.

FIRE INSURANCE IN CANADA.

We present on another page a table exhibiting the fire insurance done in Canada last year with comparative results for a series of previous years, and a statement of premium receipts and losses showing their extent and the ratio of losses for a long term of years.

Last year's record is far more favourable than that of 1904. It might well be so, for, if the results of the business in 1904 were continued the rates would have to be raised much higher, or the companies would have to consider the question of remaining in business, or retiring.

Recent events, we refer especially to the San Francisco conflagration, demonstrates only too forcibly that adequate rates must be charged by the fire insurance companies.

Over and above ordinary losses the companies must make proper provision for covering the conflagration hazard, otherwise, when the necessity arises for meeting these heavy claims, the companies will not be in a position to pay their losses and the business of fire insurance will be demoralized.

In 1904 the average rate of losses paid p.c. of premiums received was 107.6 p.c. Now, if to this be added 30 p.c. for expenses, we find that for each \$100 received in premiums they paid out \$137.6 for losses and expenses.

When the premium receipts and losses paid in 1904 and 1905 are combined the results do not leave any margin to the companies for profits and for reserves. Indeed, in many cases the joint premiums in 1904 and 1905 do not pay losses and expenses. How unreasonable then is the charge made that fire insurance rates are excessive, and how reasonable, how urgent is the demand for more efficient fire protection, more attention to the construction of buildings, more care in installing electric services.

THE DISAPPEARANCE OF ASSURED LIVES.

Life insurance companies occasionally, have claims made upon them by persons who are interested in some individual who, having disappeared years ago, of whom no tidings have been heard, is believed to be dead.

No slight element of romance enters into some of these cases, relative to the motive for disappearing, for concealment during a term of years, and at last for reappearing.

There was the Tichborne case which arose from the disappearance of a wealthy young landowner

in England, his presumed drowning en route to Australia, and the attempt to personate him by a clever scoundrel whose trial kept all England excited for months. Another case, known to us, was that of a soldier named Scofield, in the Federal Army during the civil war who deserted, changed his clothes with a friend to whom he bore a strong resemblance, and escaped by swimming across the Potomac in which river his "counterfeit presentment" was drowned. Scofield, for obvious reasons, kept away from his connections who identified the drowned man as their relative and drew the amount of his life insurance. A few years afterwards he turned up in England and was introduced to us by his brother as, "a young man who *was* drowned but had come back to life." He never profited by the insurance money, nor was the affair ever explained to the company. Then there was the "Enoch Arden" incident on which Tennyson's poem is based, and others of a like character.

An interesting paper on "The Law as to Presumption of Life in connection with the Disappearance of Assured Lives" was read before the Actuarial Society of Glasgow, by Mr. Walter Cook Spens, advocate.

He details several cases of disappearance for many years. In one instance the man had been absent 34 years, yet a Scotch Court insisted on proper security being given before allowing his estate to be handed over to his next of kin in the event of the return of the supposed deceased, or the appearance of his lawful heirs.

The Scotch law seems to be extremely cautious, probably errs in this direction as persons who disappear and remain away many years without communicating with their friends deserve no sympathy, if they are able to reveal their place of abode.

In the well-known treatise "Taylor on Evidence," there is the following:

"Where a person is once shown to have been missing, the law, in the absence of proof that he has not been heard of, or written the last 7 years, will presume that he is still alive, unless, after a lapse of time considerably exceeding the ordinary duration of human life. This presumption will be bounded by shorter limits if proof be given of his continuous unexplained absence from home and the non-receipt of intelligence concerning him."

Cases are on record which show that, although a person who has not been heard of for seven years is presumed to be dead, yet the law raises no presumption as to the *time* of his death.

Vice-Chancellor Kindersley when deciding the case of Thomas v. Thomas, said:

"Where a person has not been heard of for 7 years, the law presumes that he is dead at the end of that time, and I think it is equally clear that the Law draws no presumption from the fact that