that the Association could not have relief, when the adverse claimants were in a foreign jurisdiction. It has been held by Chief Justice Meredith, who heard the appeal, that there was jurisdiction to allow service upon the parties out of Ontario, and that the Association was entitled to the benefit of the Ontario provision, passed for the relief of parties of whom the same debt is claimed adversely by two rival claimants; but he would not say what should be done on the return of the application, if the claimants should not appear and submit to the jurisdiction of the Ontario Courts. In re Confederation Life Association and Cordingly, 19 C. L. T., 304.

CONSTRUCTION OF FIRE INSURANCE POLICY.—A condition in a policy of insurance against fire, issued by the Atlas Assurance Company, in Nova Scotia, provided that the assured "was to deliver within fifteen days after the fire, in writing, as particular an account of the loss, as the nature of the case permitted." Upon an appeal from the Supreme Court of that Province to the Supreme Court of Canada, the following rules were laid down:—

Compliance with the condition requiring delivery of particulars, is a condition precedent to an action on the policy.

When a person, not an officer of the insurance company, is appointed to investigate the loss, and to report thereon to the company, he is not an agent of the company, and has no authority to waive compliance with such condition. Even if he has such authority, he cannot, after the fifteen days have expired, extend the time, without express authority from the company.

A compliance with the condition cannot, in any case, be waived, unless such waiver is clearly expressed in writing, signed by the company's manager in Montreal, as required by another condition on the policy.—Brownell vs. Atlas Assurance Company, 29 S. C. R., 537.

Correspondence.

We do not hold ourselves responsible for views expressed by correspondents

TORONTO LETTER.

The Meeting of the C.F.U.A. in Quebec.—A Change in Dwelling House Rates to be Discussed.—The C. F. U. A. has fully justified its inception.—A Great Outcry against the Management of the Toronto Fire Brigade.—An investigation announced.—The Toronto Board not thinking of increasing rates.

Dear Editor,—On the 19th inst., the Annual Meeting of the Canadian Fire Underwriters Association will be held in Quebec. The Agenda to be submitted to the meeting, seemingly, is rather meagre, and its items few, in comparison with former like lists. This may be taken as a favourable sign, as suggesting that work of the Association in previous years has been well and fully accomplished, needing only, as it were, annual revision, and a little judicious oiling of such parts of its mechanism as show symptoms of heating. That the general objects of the Association have been attained, and its usefulness to fire insurance interests as well as to the insuring public proven, must be admitted. They are self-evident. Since the foundation of the Association, some sixteen years ago, many changes have come about in the fire insurance business. Looking ahead one can descry other fast changing conditions in the insurance field, from non-tariff competition and otherwise, that need care, and the mature judgment of the wiser guides and men of influence in the C. F. U. A. to meet successfully and with that judicious adaptation of Association interests to circumstances that is requisite. One item in the Agenda "Dwelling Rates," and "the revision of same with a view to reduction," is again brought up for discussion. Evidently some Company or Companies are so plethoric in regard to premiums from Dwelling House insurance that they feel in need of a little Banting to subdue their richness, and reduce their fullness in this direction. It is just possible that that small margin of profit which the insurance statisticians tell us is shown in estimating the aggregate results of the fire insurance business for a series of past years in Canada, is derived largely, if not wholly, from this same dwelling-house business. If my conjecture be reasonable, it would be well that any reduction of these rates, as proposed (and which, by the way, the public are not asking for), should be very seriously considered before adoption: "Leave well alone" is sound advice.

Since my last letter to you, a fire occurred one afternoon in Toronto, which from the way it was handled by the Fire Brigade has called forth a great deal of criticism of an adverse, even of an hostile nature, towards that body, and especially towards Chief Graham. Apparently the management of this fire was unfortunate and much loss entailed upon the Companies interested comparatively speaking. Considering all the favorable external circumstances attending the fire, this should not have been. Moreover, the Mayor happened to be on the ground, and witnessed the scene. The Chief's defence, in part, in this case is that the life of a young woman was at stake; she being cut off by the fire in an upper story from which eventually she had to jump, and some neglect at the instant for this reason may have in the excitement allowed the fire to gain headway. There was no ladder supplied the Bay street station longer than 20 feet, and the Chief had been denied sometime ago by the City the ladder he had asked for. It would seem that a crisis of some sort has been reached in Fire Brigade management. The Mayor is evidently, "down" on Chief Graham, and I suppose ultimately a change of head will take place. Whatever the shortcomings of the Chief may be, it is at least certain that he has not that whole freedom in the choice of, or in the renewal or advancement of his subordinates, that a responsible Head should have. There is dictation and influence from certain quarters, that, presented in the guise of *suggestions*, comes to the Chief with the force of authoritative *orders*, and by so much the Chief's powers and judgment are dominated, it may be for, it may be against, the interests of all concerned, but, however, it is all wrong in principle. There is to be an investigation by the *Fire Light Committee* into the management of the Fire Brigade, and to them may be left the merits or demerits of the case. It is very difficult to reach a true understanding of things, owing to the evident importation of municipal politics into the question, and which obscures the vision of many.

A prominent feature in connection with this matter is somewhat amusing to one reading between the lines as it were, and as a chirographic expert recognizing the "fine Roman hand" of some member, seemingly of the Toronto Board of Underwriters, in many of the inspired articles of the "Daily Press" on the above subject. Such soothsaying never was. Sup-