

money to pay it to outsiders for doing what we could do for him just as well. Is that right? I submit it is not.

I recall the representative of the lumber interests, who had learned to think Imperially—that is in millions—complained that it would be a hardship upon him to compel him to pay the extortionate rate charged by the licensed companies as compared with those obtainable from unlicensed companies, with whose security he was perfectly satisfied as he had recovered many heavy losses. We knew he had—probably got back twenty-five dollars for every dollar he ever paid them. But why should he be permitted to take advantage of this cheap insurance? Why should he not be compelled to bear his share of the tax—for tax it is—in common with the rest of the people of Canada, or if it be contended that this boon is too good a thing to deny the people of Canada, then why not throw it open to all?

It was not long after when these same lumber interests came rushing to Ottawa to complain that the western farmer was stealing a march on them by getting his lumber, planed on one side, in at too low a rate of duty. This was a case where sauce for the goose was not sauce for the gander.....

But that is all very well. What are we going to do about it? Well, I'll tell you. We have the remedy in our own hands. Let us take Woodrow Wilson's advice and realize that "our enterprises of life are the same as our enterprises of politics." We are twenty-five thousand strong. If I vote one way and you vote the other we accomplish nothing, but let us all vote the same way and we can get what we want, and we should never rest satisfied until that great injustice under which we carry on our "enterprise of life" is removed.

NEW FIRE INSURANCE LEGISLATION IN NEW BRUNSWICK.

The Attorney-General of New Brunswick has introduced into the Provincial Legislature a new bill called "the Fire Insurance Policies Act" which is now being pushed through. It is stated that the bill will not be made retroactive and insurance companies will not be compelled to re-issue policies in effect upon the passage of this act before maturity. We subjoin the text of this new legislation, concluding it next week.

1. This Act may be cited as "The Fire Insurance Policies Act."

2. In this Act, unless the context otherwise requires, the expression "insurer" means any person or company with whom or which any contract of insurance against loss by fire is effected.

3. The conditions set forth in the first schedule to this Act shall as against any insurer be deemed to be part of every contract of fire insurance, whether sealed, written or oral, entered into, renewed, or otherwise coming into force in New Brunswick after the coming into force of this Act with respect to any property in New Brunswick or in transit therefrom or thereto and such conditions shall be printed on every such policy with the heading "Statutory Conditions," and no stipulation to the contrary or providing for any variation, addition or omission shall be binding on the assured unless evidenced in the manner prescribed in this Act in that behalf.

4. If the insurer desires to vary the said conditions,

or to omit any of them, or to add new conditions, there shall be added on the instrument of contract containing the printed statutory conditions words to the effect set out in the second schedule printed in conspicuous type, and in ink of a different color, and with the heading, "Variations in Conditions."

5. No such variation, addition or omission shall, unless the same is distinctly indicated and set forth in the manner hereinbefore mentioned or to the like effect, be valid and binding on the assured; and no questions shall be considered as to whether any such variation, addition or omission is under the circumstances just and reasonable, but on the contrary the policy shall, as against the insurer, be subject to the statutory conditions only, unless the variations, additions or omissions are distinctly indicated and set forth in the manner or to the effect aforesaid; provided it shall be optional with the insurers to pay or allow claims which are void under the third, the fifth, or ninth statutory condition, in case the said insurers think fit to waive the objections mentioned in the said conditions.

6. Where a policy is entered into or renewed containing or including any conditions other than or different from the condition set forth in the first schedule to this Act if the condition so contained or included is held by the court or judge before whom a question relating thereto is tried to be not just and reasonable, such condition shall be null and void.

7. In any one of the following cases:—

(a) Where by reason of necessity, accident or mistake, the conditions of any contract of fire insurance on property in this province as to the proof to be given to the insurer after the occurrence of a fire, have not been strictly complied with; or

(b) Where, after a statement or proof of loss has been given in good faith by or on behalf of the assured in pursuance of any proviso or condition of such contract, the insurer, through its agent or otherwise, objects to the loss upon other grounds than for imperfect compliance with such conditions, or does not within a reasonable time after receiving such statement or proof, notify the assured in writing that such statement or proof is objected to, and what are the particulars in which the same is alleged to be defective, and so from time to time, or

(c) Where, for any other reason, the court or judge before whom a question relating to such insurance is tried or inquired into, considers it inequitable that the insurance should be deemed void or forfeited by reason of imperfect compliance with such conditions, no objection to the sufficiency of such statement or proof or amended or supplemental statement or proof (as the case may be) shall, in any such cases, be allowed as a discharge of the liability of the company on such contract of insurance wherever entered into.

8. Where in any action or proceeding upon a contract of fire insurance the insured being plaintiff in such action or proceeding, has, in the opinion of the court or judge wilfully neglected or unreasonably refused to furnish necessary information respecting the property for which the insurance money is claimed, and as a consequence of such neglect in obtaining information or evidence the defendant insurer has been at expense in obtaining information or evidence the court or judge may, in disposing of costs, take into consideration the expense so incurred by the defendant insurer.

9. The decision of a court or judge upon any ques-