

STORMONT BRANCH OPEN ON MAY 31... with the Glenary and Stormont... The Ocean Accident and Guarantee Corporation has been authorized to transact fire insurance in Canada...

INSURANCE COMPANIES ARE EXTENDING THEIR BUSINESS

A license has been granted by the Superintendent of Insurance to the Merchants' and Employers' Guarantee and Accident Company, authorizing the transaction of automobile insurance...

NATIONAL LIFE REINSURES AMERICAN CASUALTY CO.

The National Life, U. S. A., have reinsured the Monthly Payment and Commercial Accident and Health business of the American Casualty Company of Tacoma, Wash. The American Casualty will continue to write railroad installment business only...

GERMANS CRUCIFY CANADIAN.

London, May 18.—Many letters from officers testify accuracy of report that Germans bayoneted forty Canadian soldiers left wounded in a barn and then crucified the sergeant in charge, using a crucifix from the neighboring church for the purpose.

REAL ESTATE AND TRUST COMPANIES

Table with columns for company names and numerical values. Includes: Aberdeen Estates, Beaudin Lee, Bellevue Land Co., Bleury Inc., Caledonian Realty, etc.

Table with columns for company names and numerical values. Includes: La Co. D'Immobilier Union Ltée., La Co. Immobilière du Canada, La Co. Im. Ouest de N-D de Grace, etc.

Table with columns for company names and numerical values. Includes: Crown, Eastern, Montreal, National, Trudential, Windsor, etc.

PERSONALS

Mr. H. B. Ames, M.P., is in Ottawa. Hon. T. Chase Casgrain has returned to Ottawa. Mr. Y. Boswell, of Quebec, is at the Ritz-Carlton. Mr. J. W. Norcross, of Toronto, is at the Windsor. Mr. J. O. Nadeau, of Quebec, is at the Windsor. Mr. G. Henderson, of Ottawa, is at the Ritz-Carlton. Mr. D. R. Street, of Ottawa, is at the Ritz-Carlton. Mr. Gordon K. Hodges is in Ottawa and is staying at the Chateau Laurier. Rev. E. C. Russell, assistant to the Dean of Montreal, is in Ottawa for a short holiday.

MARITIME PROVINCE SECURITIES

Table with columns for company names, 'Asked', and 'Bid'. Includes: Eastern Canada Savings & Loan, Eastern Trust Company, Mar. Tel. & Tel. Pref., etc.

TEST CASE IS RESULT OF FRONTENAC ST. EXPLOSION.

On the answer to the question whether the destruction of a row of tenement houses on Frontenac street, some months ago, was produced by a gas explosion or by some infernal machine, depends the fate of a suit for \$25,000, which was given hearing before Mr. Justice Greenfield and a jury, in the local courts yesterday.

INSURANCE COMPANIES HAVE \$4,486,357,806 INVESTED

An idea of the gigantic amount of money represented by insurance is obtained from the report of Deputy Superintendent Hoy, of the New York State Insurance Department, to Superintendent Hasbrouck.

WANTS MUNICIPAL INSURANCE ADOPTED BY CITY OF OTTAWA.

Ottawa, Ont., May 18.—The organization of a municipal insurance department will be moved in the Ottawa City Council by Ald. Muir. He will ask for the appointment of a committee of council to consider the proposition.

SIR EDGAR SPEYER INCENSED OVER CRITICISMS OF HIS LOYALTY.

London, May 18.—Great indignation is being expressed here over the fact that Sir Edgar Speyer, the banker, and Sir Ernest Cassel, who was King Edward's financial advisor—both of whom are of German origin, have refused to make public their detestation of Germany's crimes against civilization.

JEWELLERY WAS NOT A LOSS.

In settling a wearing apparel loss with a lady claimant the adjuster won the appreciation of the insured by noting her half-dozen French coronets in the proof of loss schedule as "jewel cases."



MR. G. D. FINLAYSON, Dominion Superintendent of Insurance, who has just issued licenses authorizing three well known companies to extend their activities in Canada.

NEW FACILITIES FOR INSURANCE NEEDED

All German Concerns in Hongkong Forced Into Liquidation as Result of War

LARGE BUSINESS IN FAR EAST

Much is Being or Soon Must be Placed With Non-German Companies—Premium Charges Are Low.

Writing of insurance conditions in Hongkong, United States Consul General George E. Anderson at that place says that the fact that all German concerns in Hongkong have been forced into liquidation as a result of the war has precipitated an interesting situation in the insurance business that may be of considerable importance to American underwriters.

The number of European companies concerned in the field, all things considered, is surprisingly large, the natural inference being that these concerns have found it profitable. Insurance is being handled in nearly all parts of the Orient in fine marine, life, fidelity guaranty, plate-glass, and ripon or storm damage business.

Numerous Japanese and native insurance companies operate in the Hongkong and South China field, and there are also several local Hongkong companies and companies organized under Hongkong laws for operation in other portions of China, the Philippines and the Far East generally.

The business of these companies in general is placed with the natives through native brokers working in connection with the European or foreign agents of the foreign companies. Premium charges usually are low for fire and similar risks, but the risks in most places are unusually low. Rates are fixed on the basis of local conditions, not only as regards width of streets, height of buildings, water supply, fire-fighting facilities, and the like, but also general sanitary and police conditions.

In the principal ports of the Far East there are underwriters' associations which operate under the direction of the "Fire Offices Committee" (foreign) in London. The expenses of these associations are met by contributions of \$5 to \$50 local currency, or say, \$11 to \$22 gold, per annum for each local association.

The Hongkong insurance house from which much of the information herein contained was obtained, states that the commissions allowed agents in this field are: For fire and plate glass insurance, 25 per cent. after deducting any returns allowed by tariff agreement only; cancelling of policies, reinsurance of policies, and difference of exchange into or from local currencies; 10 per cent. profit commission on each year's working; and 2 1/2 per cent. overriding commission for supervising agents and making returns for agencies outside of Hongkong districts.

TO INCREASE CAPITAL.

The Federal Union Insurance Company, of Chicago, announces that it has completed arrangements for increasing its capital to \$200,000 and is now awaiting examination by the Illinois Department, preparatory to entering a number of the Eastern States. The company is now licensed in the States of Illinois, Ohio, Michigan and Wisconsin.

REAL ESTATE

Mrs. C. Dignard sold to Placemont Fonder, Limited, thirty-four lots under Nos. 45-231 to 424, Parish of Pointe aux Trembles, with buildings, for \$8,500.

Jacob Shugar sold to H. Paquin the northern half of lot No. 11-556, Cote St. Louis, measuring 25 by 100 feet, with buildings at 2635 to 2674 St. Urban St., for \$8,800.

William Pelletier sold to Charles Cossette lot No. 642-5, Parish of St. Laurent, in Laurier ward, fronting on Alexandra street, for \$1 and other valuable considerations.

Joseph T. Z. Patenaude sold to Arthur P. Beaupre lots Nos. 18-500 and 18-501, Hochelaga ward, with buildings at 635 to 645 Bourbonniere street, Maisonneuve, for \$11,000.

Albert Boudreau sold to Charles E. Mayer lots Nos. 150-91 to 94, Parish of Riviere des Prairies, with buildings at 625 West St. Catherine street, for \$1 and other good considerations.

Gregorio Leconte sold to Selmo Caperano the southeast part of lot No. 8-487, Cote St. Louis, with building at Nos. 829 to 824 De St. Valier street, measuring 25 by 100 feet, for \$6,300.

J. Emile Delorme sold to Mrs. Louis Senecal lot No. 11-77, Cote St. Louis, with buildings consisting of three tenements at 1711, 1713 and 1715 St. Urban street, measuring 24 by 107 feet, for \$9,500.

Mrs. C. Delnard sold to Jacques and Co., Ltd., lots Nos. 45-368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388 and 389, Parish of Pointe aux Trembles for \$5,500.

The largest among yesterday's 23 realty transfers was a transaction involving the sum of \$18,500, for which amount Penous Bertman sold to Martin Landes lot No. 70, St. Jean Baptiste Ward, with buildings Nos. 988 to 990a City Hall avenue.

Ernest L. Sutchiff sold to George A. Irwin the southeast part of lot No. 217-83 and the northeast part of lot No. 217-84, Parish of Montreal, measuring 12 by 115 feet, with semi-detached dwelling at No. 623 Victoria avenue, Westmount, for \$16,000.

The Ross Realty Company, Ltd., sold to the Dominion Equity and Securities Company, Ltd., lot No. 171-263, Parish of Montreal, Notre Dame de Grace ward, fronting on Draper avenue, measuring 25 by 107 feet, for \$1 and other good and valuable considerations.

The Lachine Central Park Realty Company sold to Bennie Green lots Nos. 709-822 and 823, at the corner of Thirteenth avenue and Grand avenue, and lots Nos. 752-89, 90, 228 and 229, same place, each lot measuring 25 by 90 feet; also lots Nos. 252-188 and 189, fronting on St. Catherine street, Lachine, for \$3,100.

The Ross Realty Company, Ltd., sold to the Dominion Equity and Securities Company, Ltd., part of lot Nos. 483-94 to 95, 203 to 207, 212 to 217, 292 to 297, Parish of Sault au Recollet, the first lot measuring 27 by 98 feet, and the 17 others measuring 25 by 86 feet, fronting on Champlain street, for \$1 and other good considerations.

FIRST DAY OF MONTREAL'S ANNUAL CLEANING A SUCCESS

Fire Prevention Day Brings Improvements—Front Yards Are Now Being Made Presentable—Vigilance Committee Appreciated.

As a result of "Fire Prevention Day" and the work carried out yesterday by the citizens in their efforts to make Montreal a cleaner city, the rear portions of many of the premises in the city had a much more presentable appearance. The City Improvement Committee met yesterday and the president, Mr. F. A. Covert, stated that the work of cleaning up the city, which at present engaged the principal attention of the committee, is progressing very favorably.

On the motion of Mr. E. Montet it was unanimously decided to appoint a vigilance committee, whose duty it will be to investigate any complaints of unclean premises and to have the offenders in this regard prosecuted. The necessity for the appointing of such a committee was emphasized for the reason that citizens generally are averse to lodging complaints against their neighbors, though the condition of their premises might warrant prosecution.

Chief Tremblay was complimented by the members of the committee for the excellence of the work done by the firemen in connection with distributing literature relative to clean-up week. Fifty-five thousand folders were distributed by Chief Tremblay's men, and they could have used 2,000 more had they had them. Fifty-five thousand calendars were distributed, and 10,000 pledge cards were distributed among the children at the different schools.

The chairman reported that the expenses to date have been about \$1,100, and the balance on hand at the present time is in the vicinity of \$400. It was decided to ask the authorities to act in the matter of stopping the practice of rag pickers of dumping garbage cars in the lanes and streets, and thus retarding the work of garbage collection.

This is the second day of the clean-up week and a letter to the citizens has been sent by Dr. W. G. Kennedy, who is in charge of the "Front Yard Day." It is an appeal for "a city of clean fronts." The following districts will be covered by the special garbage collection service to-day and on Friday: Division A—From St. Lawrence to Laval and from Mount Royal to Sherbrooke. Division B—From Lafontaine Park to Laval and from Sherbrooke to Mount Royal. Division C—From University to Guy and from St. Catherine to Pine avenue. Division D—Point St. Charles. Division E—From Dorchester and Sherbrooke and from Guy to Atwater; from Atwater to Cote St. Paul Road and from the G. T. R. tracks to St. Antoine. Division F—From St. Denis to Hutchison and from the C. P. R. tracks to Laurier. Division G—From Frontenac to Desery and from Sherbrooke to the river. Division H (night service)—From St. Francois Xavier to Jacques Cartier Square and from Craig to the river. Rosemount. Ahunistic. Beauvais. Notre Dame de Grace from Sherbrooke to the northern limits.

SUES FOR COMMISSION ON SALE MADE AFTER CONTRACT LAPSED

House of Browne Claims to Have Had Negotiations With Purchaser and Respondent Denies Knowledge of These.

A case of interest to all property owners and real estate agents was argued in the Court of Appeals, Chief Justice Sir Horace Archambeault and Justices Trenholme, Lavergne, Cross and Carroll, presiding, yesterday, the inscription being that of the House of Browne, Limited, plaintiff-appellant, vs. the Major Manufacturing Company, Limited, defendant-respondent.

The appeal is from a judgment of the Superior Court rendered on the fourteenth day of February, 1912, by the Hon. Mr. Justice Beaudin, dismissing the plaintiff's action with costs. The appellant was the owner on the 18th of April, 1910, of a property at the corner of Lagache and St. Alexander streets.

In April, 1910, in virtue of a written contract, respondent placed the property in the hands of the appellant for sale by auction. In addition, the contract provided that in the event of the property in question being sold at any time within six months from the date thereof appellant should be entitled to a commission of two and one-half per cent. It further contained a clause stating that the contract should remain in force after the period of six months, unless cancelled in writing, and that, even if the property was sold under cancellation to anyone with whom appellant had had dealings, then appellant would be entitled to the same commission.

The appellant endeavored in May, 1910, to sell the property in question by auction, but failed to reach the price agreed upon. By letter dated October 17th, 1910, respondent notified appellant that the contract between them was cancelled, and appellant acquiesced in this, removing its "for sale" sign from the property in question, alleges respondent.

Respondent says it then endeavored to sell the property in question itself. Several agents called in connection with the property, before the expiry of the contract and among these was one C. Severs. Respondent says it refused to deal with anyone else while the property was in appellant's hands. After the contract had lapsed, Severs called again, and finally, on November 16th, 1910, obtained from respondent an agreement to grant an option on the property for one day without disclosing his principal. The property was finally sold to Mr. Harris Vineberg. The plaintiff bases its suit on the fact that, during the pendency of its option, it had negotiated with Vineberg and had given an option to Vineberg, but that option was allowed to lapse by respondent, simply to enable it to deal direct with Vineberg and thus deprive plaintiff of its commission. Appellant says it asks nothing more than that effect be given to the contract between the parties. It is not claimed or pretended that this contract is ultra-vires, immoral, or in any way objectionable. Nor could any such contention for a moment be sustained, says appellant. It is a perfectly reasonable and proper thing that a real estate agent, with a terminable mandate, should seek to protect himself against the mandator procuring the advantage of his services, by following up after the termination of the mandate negotiations begun by the mandator during its existence. The stipulation in this case, says appellant, is that if after he has had negotiations, interviews, etc., with a prospective purchaser while the mandate is in force, and then, after its term is completed, such a party becomes the buyer, the agent shall not be deprived of his commission.

The judgment a quo dismissed the appellant's action upon the ground that what occurred between the appellant and Harris Vineberg was not a dealing such as contemplated by the contract, and that this Mr. Vineberg did not become a purchaser through the plaintiff's introduction. Also that respondent did not know of Mr. Vineberg as an intending purchaser until the option of the 16th of November, 1910, was given.

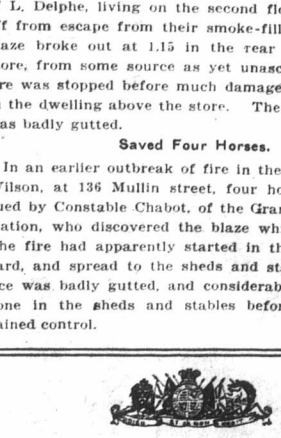
The argument yesterday centred largely about the question of the character of the negotiations carried on by appellant with Vineberg, and also whether the respondent was cognizant of such negotiations to any extent or to such an extent as to render him liable to pay appellant a commission on the subsequent sale effected to Vineberg. Respondent denies having had knowledge of the negotiations between Browne and Vineberg. On the other hand, appellant positively swears that the respondent was duly notified of such negotiations and was perfectly cognizant of them.

THE LOSS BY FIRE

Six persons were rescued from death by suffocation last night by Lieutenant Pilon, and the ladders of fire station 22, when in responding to a fire in the butcher shop and grocery of L. P. Laviole, at 1385 to 1389 West Notre Dame street, they found the family of L. Delpe, living on the second floor at 1383, cut off from escape from their smoke-filled rooms. The blaze broke out at 1.15 in the rear of the grocery store, from some source as yet unascertained. The fire was stopped before much damage had been done in the dwelling above the store. The store, however, was badly gutted.

Saved Four Horses.

In an earlier outbreak of fire in the coal yard of J. Wilson, at 136 Mullin street, four horses were rescued by Constable Chabot, of the Grand Trunk street station, who discovered the blaze while on his beat. The fire had apparently started in the office of the yard, and spread to the sheds and stables. The office was badly gutted, and considerable damage was done in the sheds and stables before the firemen gained control.



A SESSION OF THE COURT OF KING'S BENCH (Crown Side), holding criminal jurisdiction in and for the DISTRICT OF MONTREAL, will be held in the COURT HOUSE, in the CITY OF MONTREAL, on Tuesday, the FIRST DAY OF JUNE NEXT, at TEN o'clock in the forenoon. In consequence, I give PUBLIC NOTICES to all who intend to proceed against any prisoners now in the Common Goal of the said District and all others, that they must be present then and there, and I also give notice to all Justices of the Peace, Coroners and Peace Officers, in and for the said District, that they must be present then and there, with their Records, Rolls, Indictments, and other Documents, in order to do those things which belong to them in their respective capacities. L. J. LEMIEUX, Sheriff. Sheriff's Office, Montreal, 14th May, 1915.