

UNIFORM CONDITIONS IN FIRE POLICIES.

From the Act to secure uniform conditions in policies of fire insurance, which received its first reading just before the prorogation of Parliament, we extract the following clauses:—

(3.) The provisions of this Act shall not apply to any company incorporated by an Act of the Legislature of the late Province of Canada, or by an Act of the Legislature of any Province now forming part of Canada, which carries on the business of fire insurance wholly within the limits of that Province by the Legislature of which it was incorporated, and which is within the exclusive control of such Legislature.

(4.) The conditions set forth in the form A in the schedule to this Act shall be deemed to be part of every contract of fire insurance hereafter entered into or renewed, or otherwise in force in Canada with respect to any property therein, or in transit therefrom, or thereto, and shall be printed on every policy, with the heading "Uniform Conditions," and no other or different condition shall be made a part of such contract or policy, or endorsed thereon, or delivered therewith: Provided that a policy may, with the approval of the Superintendent of Insurance, also contain any provisions which the company is required by law or by its charter or Act of incorporation to insert in its policies, and which are not inconsistent with the Uniform Conditions.

(5.) Where, by reason of necessity, accident or mistake, the conditions of any contract of fire insurance on property in Canada as to the proof to be given to the insurance company after the occurrence of a fire have not been strictly complied with, or 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 company 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 specify the particulars in which it is alleged to be defective,—or 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 be allowed as a discharge of the liability of the company on such contract of insurance, wherever entered into.

2. If in any action or proceeding upon a contract of fire insurance, the assured, 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 if, as a consequence of such neglect or refusal, the company 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 company.

3. A decision of a court or judge under this section shall be subject to review or appeal to the same extent as a decision by such court or judge in other cases.

(6.) Every policy of insurance subject to the provisions of this Act shall have conspicuously printed thereon the name and address of an agent in Canada, who shall represent the company for all purposes of this Act, and in default thereof any officer, agent or representative of the company who assumes on behalf of the company to enter into any written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be agent of the company for such purpose.

(7.) When an application for insurance, subscribed by the applicant in person, or his agent, contains the warning in the form B in the schedule to this Act, printed immediately after the questions and answers in the application, in ink of a different colour from that in the body of the application, and with the word "Warning" printed in type not smaller than double pica, and where the policy of insurance is based upon the said application and has annexed thereto, printed or written or partly printed and partly written in ink of a different colour from that in the body of the policy, a copy of the said warning, together with such questions, answers and provisions as the company desires to have warranted, to the extent in the warning contained, then such warranty shall be binding upon the insured, and no question as to its materiality in case of loss shall be raised as between the insurer and the insured, and the company shall not be bound by any representation not contained in the application.

(To be continued.)

THE POSSIBLE PLAGUE.

In view of our ever-growing trade with the Orient, and the strong probability that in the event of the British Empire becoming seriously involved in Chinese affairs, the Canadian Pacific Railway and steamships will be made the means of transportation for outward and homeward bound troops, there is much of interest to Canadians in the following timely and thoughtful article published in "The Insurance Spectator," of London, of the 2nd inst.:—

"We are not in any way alarmists, but it is impossible to read the various reports that have lately come to hand from Australia as well as from the East without feeling that there is a very serious risk ahead, unless the most stringent precautions are taken, and that in time, to preserve the Western world from an invasion of a character that might easily assume very appalling proportions.

"It must be remembered that we are living in times when for good or evil, most likely for a mixture of the two, the world of Europe is being indirectly brought into touch with the masses of the far Orient, to say nothing of other aboriginal peoples as in Africa, where the general exploitation of the interior will quickly follow the war at the Cape, and lead to very extraordinary economic developments in a great variety of ways.

"Let it be remembered that though we have always written and read of the 'teeming myriads of the East,' we have not really been able to realize what is the