

CANADIAN FIRE RECORD.**(Compiled by The Chronicle).**

Fire at Montreal.—On the 19th instant a fire broke out on the premises of the W. H. Dwyer Co., Limited, hay and grain merchants, Ottawa street, Montreal, one man was burned to death and five firemen injured. At an investigation held before fire commissioner Ritchie this week, a number of witnesses expressed the opinion that the fire was deliberately set by some unknown person. Insurance as follows: On building—British Crown, \$3,000; Fidelity Phenix, \$1,500; Niagara, \$1,250; Scottish Union, \$2,000; Springfield, \$1,250; Union of Canton, \$4,000. Total \$13,000. Loss about \$10,000.

On stock—Atlas, \$1,000; North British & Mercantile, \$2,000; Dominion, \$1,666; London Mutual, \$3,333; North America, \$1,000. Total \$9,000. Loss about 33 per cent.

Fire at Mawer, Sask.—On the 19th instant a disastrous fire occurred in the business section of Mawer, Sask. The fire originated in a Chinese restaurant, the buildings destroyed included the post office, Dillon Bros, general store; the Queen's Hotel and store adjoining together with one or two dwellings. Loss about \$60,000.

LEGAL INTELLIGENCE.**The Dublin Rebellion—Loss by Fire.**

A case of considerable interest to fire companies was published by our contemporary, The Policy Holder, Manchester, in its issue of August 28th, as follows:—

Messrs. Curtis and Sons claimed £500 from the defendant, as one of the underwriters of a Lloyd's policy of insurance on premises in Dublin which were destroyed by fire during the rebellion.

The policy was for £24,500. It was to cover a period of one year from March 21, 1916, to March 21, 1917, and was issued in respect of premises 98 and 99, Middle Abbey street, Dublin, occupied by the plaintiffs for their business as brass-fitters and engineers.

The case arose out of the Irish Rebellion at Easter, 1916. The rebellion broke out on April 24, and in the course of the disturbance the rebels obtained possession of the Post Office. The military attacked them there, and on April 28 a fire broke out in the Post Office building. The fire spread quickly, passing along barricades of inflammable material erected across the streets. On April 29 the military authorities informed the fire brigade that the disturbance was over, and that the brigade might go out and try to extinguish the fires that were burning. The brigade went out, but the rebels began shooting again, and the fire engines were so damaged that they were ordered home. The plaintiff's premises were completely destroyed by fire, and damage was done to an extent exceeding £31,500.

The defendant admitted the policy, but denied

that the loss was caused by damage insured against. Alternatively, he said that the plaintiffs had already obtained compensation from the Government under a scheme for compensation of persons who had suffered in the rebellion, and that, as a policy of insurance was only a contract of indemnity, the plaintiffs could not recover again for the same matter.

The plaintiffs had recovered £25,000 as compensation, but that was much less than their actual loss. They were prepared to account for the amount already recovered; or, if they recovered in full from the defendant, they would account to the Government for their £25,000.

The defendant relied on a clause in the policy providing that the defendant would not pay if the insured property was destroyed by the Government of the country; but it was submitted that that could only refer to intentional destruction and would not include accidental destruction in the course of suppressing the rebellion. A shell was found in the ruins of the plaintiffs' premises, but there was no evidence that it caused the fire; almost certainly the fire had spread from the Post Office in the way that he had described, and even if the shell had set the building on fire that would not have been destruction by the Government within the meaning of the clause. The policy contained a "W. and B." clause, as follows:—

This policy is to cover the risk of loss and/or damage to the property hereby insured directly caused by war, bombardment, military or usurped power, or by aerial craft (hostile or otherwise), including bombs, shells, and/or missiles dropped therefrom or discharged thereat, and fire and/or explosion directly caused by any of the foregoing, whether originating on the premises insured or elsewhere. No claim to attach hereto for delay, deterioration, and/or loss of market or for confiscation or destruction by the Government of the country in which the property is situated, or for breakage of glass due to concussion.

Only to pay if not recoverable under any other existing policy of insurance.

Counsel, in opening the case for the defendant, said that the policy was essentially a war policy, and nothing had been proved that showed a loss by the contemplated causes. The policy should be read as providing against "loss directly caused by fire, such fire being directly caused by war, bombardment, etc." The difficulty of the policy lay in the words "military or usurped power." Those words were very old, and occurred in Drinkwater vs. London Assurance and other cited cases, and he submitted that "military or usurped power," whatever it might include, did not include the action of the British Forces.

Mr. Justice Roche read a long judgment, in which he stated the terms of the policy, and said that the scope of the insurance was broadly indicated by the words "war and bombardment."—The defendant disputed liability on five grounds. First, he said that the ordinary form of policy did not cover the risks of riot and civil commotion,

(Continued on page 1017).