

pediency. But a holiday of this nature must of necessity be of voluntary observance. The Act would simply declare the 24th May, in perpetuity a legal holiday, it could not, if passed, compel any workman to "lay off" work on that day against his will. The popularity of this holiday to a large extent has arisen from its being the earliest time after winter when a holiday can be enjoyed out of doors. "It is our opening day," for excursions, sports, pic-nics, etc., is the feeling of all classes. We shall all be loyal subjects in time of a king whose birthday is the 9th November, but no holiday will be ever fixed for that date, however popular the king may become. The Queen's Birthday has now for forty-seven years been a public holiday in Canada, probably the secular one most generally observed, and most enjoyed as a relief from the oppression of winter. It seems then so happy a conjunction to have the birthday and the memory of the Queen associated with so popular a holiday, that its perpetuity would be almost universally approved by all classes of Canadians.

ALLOCATION OF LOSSES UNDER NON-CONCURRENT POLICIES.

The following question has been submitted to us: Company "A" insures specifically on Household Furniture \$200. On Wearing Apparel, \$300. Company "B" blanket on Household Furniture and Wearing Apparel, \$250. A loss occurs of \$16.50, to the Household Furniture and \$4.50 to the Wearing Apparel. How much should each Company contribute?

He would be a bold man who would attempt an allocation of this loss, and say that his adjustment should stand as being the one and only correct solution. There is no more vexed question in the Fire Insurance business than the allocation of losses under nonconcurrent policies, the only principle actually and definitely settled in all cases is that no allocation of a loss can be sustained that does not yield the fullest measure of indemnity to the insured. Having that point definitely settled, there yet arises a number of instances where, as between Insurance Offices, the question arises, "what proportion of this loss is to be paid by us." It may be stated as a foregone conclusion that, in every such case every office applies a rule which will leave them the least amount to pay, and are ready to contend against all comers that the particular rule applied on that particular occasion is the one and only fallible allocation. No rule of apportionment has ever met with the general approval of the Companies, there are supporters of all rules, and all in turn are knocked over like nine pins, if the rule works against the pocket. In reply to an enquiry we cannot, of course, enter more largely into the general question, but if the enquirer is of an enquiring turn of mind, he may puzzle over pages of interesting matter by turning to Griswold's enlarged Text Book (1889 edition), pages 710 to 864. Of late years, how-

ever, the general practice in England (from which country we should take our example) has been to adopt a "mean" principle, and, while we do not claim for it its universal adoption, it is so far based upon common sense and justice as to lead us to commend its general adoption in this country. Under this principle the following would be the solution of the question put by our correspondent:—

1st Allocation.

Household Furniture Loss \$16.50.		Wearing Apparel Loss \$4.50.		Total to pay. \$
Insurers.	Pays.	Insurers.	Pays.	
\$	\$	\$	\$	
Co. "A".....200	7.33	300.00	2.50	9.83
" "B".....250	9.17	240.83	2.00	11.17
	\$16.50		\$4.50	\$21.00

2nd Allocation (reversing the order).

Wearing Apparel Loss \$4.50.		Household Furniture Loss \$16.50.		Total to pay. \$
Insurers.	Pays.	Insurers.	Pays.	
\$	\$	\$	\$	
Co. "A"....300	2.45	200.00	7.38	9.83
" "B"....250	2.05	247.95	9.12	11.17
	\$4.50		\$16.50	\$21.00

The loss to each Company coming out the same total in both ways of reckoning the "mean" principle does not apply. But, in order that the principle may be correctly shown, let us vary the figures and complete the task. Let us take the following case analogous to the one submitted, only changing the amount of loss on the items:—

Co. "A" Insures \$200. On Household Furniture and \$300. On Wearing Apparel.
Co. "B" Insures \$250. On Household Furniture and Wearing Apparel.
Loss..... \$300 On Household Furniture.
" \$150. On Wearing Apparel.

1st Method.

Household Furniture Loss \$300.		Wearing Apparel Loss \$150.		Total to pay. \$
Insurers.	Pays.	Insurers.	Pays.	
\$	\$	\$	\$	
Co. "A"....200	166.67	300	108.00	274.67
Co. "B"....250	133.33	116.67	42.00	175.33
	\$300.00		\$150.00	\$450.00

2nd Method (reversing the order).

Wearing Apparel Loss \$150.00.		Household Furniture Loss \$300.		Total to pay. \$
Insurers.	Pays.	Insurers.	Pays.	
\$	\$	\$	\$	
Co. "A"....300	81.82	200.00	157.15	238.97
Co. "B"....250	68.18	181.82	142.85	211.03
	\$150.00		\$300.00	\$450.00

Co. "A" 1st Method Pays.....	\$274.67		
2nd " "	238.97		
	\$513.64	Mean.....	\$256.82
Co. "B" 1st Method Pays.....	\$175.33		
2nd " "	211.03		
	\$386.36	Mean.....	\$193.18
			\$450.00

Company "B" in both methods has an unexhausted portion of the policy, and such balance is made to contribute with the specific item of Co. "A's" policy, which will account for the amounts in the 2nd Column upon which Co. "B" is called to contribute.