are made known to anyone evincing an interest, a model building code, prepared under the advice of experts in construction and engineering, has been urged for adoption in every municipality of the country, and as a result underwriters' advice and co-operation is sought in the revision and adoption of the building laws of cities. Under the immediate direction of the underwriters' committee on fire prevention, expert engineers investigate the fire-fighting facilities and structural conditions of the cities, submitting copies of the reports, with suggestions for improvements, to the officials of the city visited and the press; the expense of the work of this committee alone, for the last six years, has amounted to $432,742.

We have persistently endeavoured, continue the underwriters, to influence the introduction of improved and safe methods of building construction, to encourage the adoption of better fire protective measures, to secure efficient organization and equipment of fire departments, with adequate and improved water systems, and to have adopted rules regulating the storage and handling of explosives and inflammable products; and we contend that successful efforts along these lines will very largely lessen the fire waste of the utilized resources, the destruction of which at the rate of over $216,000,000 annually (1900-1909, inclusive) is one of the greatest drains upon our natural resources and one which can be corrected, if the nation, State, city and citizen co-operate along lines indicated above.

The destruction of our utilized resources by fire, the address proceeds, is increasing at such a rapid rate that the subject of its reduction should be very prominent in the minds of the people. Losses recorded for the past thirty-five years, not including forests, mine or marine fires, total the enormous sum of $4,906,619,240. Unrecorded losses, if obtainable, would materially increase these figures. These annual fire losses run from $64,000,000 in 1876 to $518,000,000 in 1906. In 1907, a normal year, recorded losses were $215,084,709, and fire defence cost an estimated $241,401,191, or a total amount equalizing about 50 per cent of the value of the new buildings erected that year in the entire country. In 1908, also a normal year, the ash heap cost $271,885,850 and the relations of defence cost and fire loss to new buildings remained about the same. The country's contributions to fire that year were over $1,250,000 each day of the year, a sum, says the address, equal to the operating expenses of our government, including those of our army and navy, for the same year; and in 1909 the country gave to fire over $25,000,000 more than was spent in that year for the same governmental functions. Since 1880, the population of the United States has increased by 73 p.c.; the fire loss for the same period has increased 134 p.c.

It is pointed out that this work of fire protection is carried on without state or municipal co-operation, and therein, in the opinion of the underwriters, lies the reason for delayed success. They therefore, urge the appointment of state fire marshals in states where an office of that kind is not at present in existence; the enactment and enforcement of improved and safe methods of building construction by municipalities and the creation by members of local civic bodies and boards of trade of committees of Fire Prevention whose duties it would be to study the subject and awaken among their associates a realization of individual and communal responsibility. That, both in Canada and the United States, the efforts of underwriters thus to awaken the public to a sense of their own immediate responsibilities in regard to this matter of conservation by the reduction of the fire waste, will meet with wider appreciation in the future is much to be desired.

THE ATTITUDE OF COURTS TOWARDS INSURANCE COMPANIES.

The attitude of courts towards insurance companies, the particular reference in this connection being accident insurance companies, was the title of an informing paper read before the International Association of Accident Underwriters this week at their annual convention at Bretton Woods, N.H., by Mr. Chester N. Farr, jun., of the Philadelphia Bar. Broadly speaking, said Mr. Farr, the attitude of the courts to insurance companies is a hostile one, while the attitude of the jury is unquestionably hostile, and he offered suggestions for the amelioration of this state of affairs.

The first accident policies, said Mr. Farr, were comparatively simple in their scope, until it was discovered that this simplicity introduced a great quantity of what might be called freak accidents for which the courts held the companies liable. Thus:—Mr. A. committed suicide while insane (everybody is insane when they commit suicide): held, an accident. "Suicide, sane or insane," forthwith barred by the policies. Mr. B. was frozen to death: held, an accident. "Freezing" barred by the policies. Mr. C. was hanged by a mob: held, an accident. "Intentional injuries inflicted upon the insured by himself or any other person" barred. Mr. D. lifted a weight and broke a blood vessel: held, an accident; and "Voluntary over-exertion" barred forthwith. And so on, until conditions and exceptions threatened to overbalance the policy. That this began to develop into a species of contest between the courts and the accident insurance companies is shown by the fact that no sooner had these conditions appeared in the policies than the judges girded up their loins, as it were, and proceeded to whittle them down. Caustic comments by the courts accompanied these decisions. Such as this one from Missouri:—"Indeed, it is somewhat difficult to name an accident, as society is now constituted, for which the defendant company would be liable, if a strict technical construction is indulged as to each of these conditions." Or this from Pennsylvania:—"We presume the insurance company has other forms of insurance to offer with more liberal conditions; if not, it is somewhat difficult to understand what there can be about this policy form to recommend it to enough intelligent insurers to keep the company alive." Or this from Wisconsin:—"The policy is accurately and skilfully drawn with the manifest purpose to obtain premiums with as little risk as possible."

Yet, said Mr. Farr, the introduction of most of these conditions and exceptions was made by the companies with no desire to evade responsibility