

be in accordance with the terms of the application, unless the company point the difference relied in; with a variation added, that such application, or any survey, plan or description of the property to be insured, shall be considered a part of the policy, and every part of it a warranty by the assured, but the company will not dispute the correctness of any diagram or plan prepared by its agent from a personal inspection. The 20th condition was varied, provided that in any case any agent takes any part in the application for the insurance, he shall, with the exception above provided in case of a diagram or plan, be regarded in that work as the agent of the applicant. By the application which was signed, not by the applicant but by the agent, the applicant was required to make known the existence of all buildings within 100 feet of the insured premises, and it appeared that the applicant had omitted to make known the existence of a small building used for storing coal oil within such distance. A diagram was made and filled by the agent, and signed by him in his own name as well as the insured, which contained no reference to the building. The diagram was not made from a personal inspection at the time, but from a previous inspection, and the knowledge thereby acquired.

Held, that even if by the above conditions the plaintiff would be relieved from the effect of the omission to make known the existence of such a building where the diagram was made by the agent from a personal inspection, there was no such inspection here.

COMMON LAW CHAMBERS.

February 17th.

Mr. Dalton, Q.C.]
Osler, J.]

LOUNT V. CANADA FARMERS' INSURANCE CO.

Execution—Mutual Insurance Co., R. S. O., ch. 161. sec. 61.

Under R. S. O., ch. 161, sec. 61, writs of execution against a Mutual Insurance Company cannot be issued until after the lapse of three months from the recovery of judgment.

Held, that this section applies equally in the case of a policy issued upon the cash principle, and of one upon the premium note system.

HAMILTON.—A decision which is of great importance to mutual insurance companies was given by Judge Sinclair on the 4th May, on some eight suits in the Division Court, brought by the Victoria Mutual against makers of premium notes. The point raised by the counsel for the defendants, was that the notes of assessment which had been forwarded in each case demanded from the party receiving them a greater sum than the assessment by the directors justified, and although the excessive amount was only a trifle over a dollar in each case, yet it rendered the notice of assessment void and illegal, and such as to disentitle the plaintiffs to succeed. The judge upheld this view, and non-suited the plaintiffs in all the cases.

FIRE RECORD.

Printed forms will be sent monthly to those who will engage to forward us returns by 8th of following month. Our date of issue has been altered to the 20th, to allow more time to compile this Record carefully.

Should you note errors, you will confer a favor by giving us the amended information. The Record is to be of practical use to all fire underwriters, and it is to their interest to set and keep us right, each as far as his special knowledge extends.

There is a very general belief current that the fires during the last four months (January to April, 1881) have been of alarming frequency, and a few superstitious friends imagine that the daring wickedness of INSURANCE SOCIETY in presuming to attempt the record of fires, is in some way responsible for the trouble.

Cheer up, friends, 'tis darkest before dawn; if present "hard hits" should help to drive you all into a genial "bond of brotherhood," you will bless even these "dark four months."

However, the standard authority on these matters, the *New York Chronicle*, does not bear out the general belief. In their Statements of Losses in Canada, they record for the first quarter of each year (Jan. Feb. and March):

| | Total Losses. | Total Losses to Ins. Co's. | Losses by Specials. | Losses to Ins. Co's by Specials. |
|------|---------------|----------------------------|---------------------|----------------------------------|
| 1877 | 1,647,500 | 852,300 | 842,000 | 407,100 |
| 1878 | 1,617,600 | 958,900 | 1,003,000 | 568,800 |
| 1879 | 1,808,200 | 972,300 | 1,032,000 | 529,200 |
| 1880 | 1,187,500 | 609,400 | 665,400 | 344,400 |
| 1881 | 1,159,500 | 675,900 | 522,500 | 305,600 |

If you discredit these figures, tot up the figures for yourselves from our Fire Records for these months in 1881, in some spare hour; should you not have a spare hour, accept the *Chronicle's* figures, and console yourselves by believing that many Companies have made but very small losses during this quarter, and that though yours may have had bad luck, it cannot last always; moreover, help to change it by honest and careful aid to all practical improvements in the status of your profession—moral, social and profitable.

Fires in Canada during the Month of April, 1881.

EXPLANATION OF ABBREVIATIONS.

S 34, B 104, 243, means—Sheet 34; Block 104; No. 243 on plan. O, Owner; T, Tenant; Ca., Cause of fire. Nos. after name of place are days of month. In Loss and Insurance columns B means Building; C Contents.

| PLACE.—No. ON PLAN.—BUILDINGS BURNT. | APPROXIMATE. | | PLACE.—No. ON PLAN.—BUILDINGS BURNT. | APPROXIMATE. | |
|---|-----------------|---------------------|--|---------------|---------------------|
| | Total Losses. | Losses to Ins. Cos. | | Total Losses. | Losses to Ins. Cos. |
| ONTARIO. | | | | | |
| ARGYLE, 6th, hotel, O J. McKay. | \$1154 | \$1154 | BRANTFORD, 9th, G. T. R. station building. | 1160 | Ins'd. |
| ARVA, 18th, barn, O A. Sinker. | 1300 | | 25th, livery stable, O Dr. Brown. | 400 | 400 |
| BARRIE, 8th, dwelling, O & T G. Cooper. | B Total. | None. | T A. Aird; Ca tramp. | 1500 | None. |
| 24th, S 4, B O , Nos. 18 and 19, shops, O S. Wright; Ca incendiary. | B 250 | 250 | BROOKE Tp., Lambton Co., 6th, saw mill, O J. Higgins. | 2500 | 1400 |
| BELLEVILLE, 12th, dwelling, O & T Mrs. Kavanaugh; Ca spark from locomotive. | 1200 | 500 | BROCKVILLE (near), 20th, farm house and barns, O & T Wm. Wilson. | 2000 | |
| 19th, S 3, B 1 , Nos. 3 and 5, water power saw and carding mill, O Ostrom. | B 1500 | 1500 | 16th, dwelling, O & T Kingston. | Small. | |
| 24th, vac't house, O Mrs. Short; Ca incen. | 400 | 150 | CALEDON, 11th, vacant dwelling, O W. Wolvern; Ca incendiary. | 500 | 292 |
| 25th, Christ Church. | { | B 3000 | CAMDEN EAST, 4th, hotel, O J. S. Jackson; Ca defective flue. | B 1400 | 1400 |
| 26th, stores, O J. Graham. | 5000 | C 2000 | CARLTON, 5th, hotel stables, O & T J. Colley. | 300 | 300 |
| T J. Wilson, grocery. | 400 | 200 | CARLETON Co., 17th, dwelling and stable, O & T Wood. | 600 | 295 |
| T Landsberg, clothing. | 300 | 300 | CHATHAM, 5th, S 3, B H , No. 78, drug store, O Degge estate; T Radley & Patton; Ca defective stove pipe. | 401 | 401 |
| Carriage shop, O & T W. Powell. | 100 | 100 | COLBORNE, 15th, farm dwelling, O M. E. Strong. | B 700 | 539 |
| BERLIN, 17th, lumber, O Hall & Brown; Ca incen. | 300 | None. | T R. McLean. | C 339 | 300 |
| BOWMANVILLE, 15th, S 1, B P , No. 44, bl'k-smith shop, O & T U. C. Furniture Co.; Ca forge. | 300 | None. | | | |
| | 200 | None. | | | |