

or any or other of them, but each for his own acts, deeds and defaults only."

Such a charter as that granted to the Western Loan & Trust Co. by the Manitoba Government might well be the prelude of those improprieties, to put it mildly, which brought the concern to ruin. No other loan company in Canada is working under a charter of this character. Their respective managers may err in judgment as to the value of securities loaned upon, but the wide range, the license indeed, enjoyed by the Western Co. is wholly unknown to our loan companies operating under the laws of Ontario, or of the Dominion.

UNIFORM CONDITIONS IN FIRE POLICIES.

Last week we commenced the publication of some of the changes of the Act to secure uniform conditions in policies of fire insurance, which received its first reading just before the prorogation of Parliament. We now conclude same:—

(2.) Or if the subject of insurance be a manufacturing establishment, and cease to be operated for more than thirty consecutive days.

(3.) Or if a building herein described, whether intended for occupancy by owner or tenant be or become vacant or unoccupied, and so remain for thirty days.

(4.) Or if the goods are destroyed or damaged while undergoing any process in or by which the application of fire heat is necessary.

(5.) Or where loss or damage occurs to buildings or to their contents while the buildings are being repaired by carpenters, joiners, plasterers, or other workmen, and in consequence thereof; but in dwelling houses fifteen days are allowed in each year for incidental repairs without such permission.

(6.) Or if illuminating gas or vapour be generated in the described building (or adjacent thereto) for use therein, or if (any usage or custom of trade or manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, acetylene gas, natural gas, calcium carbide, benzene, benzole, ether, gasoline, naphtha, fire works, greek fire, dynamite, nitro-glycerine, gunpowder (exceeding twenty-five pounds in quantity), phosphorus, or other like inflammable or explosive substances, or petroleum or any of its products of greater inflammability than kerosene oil of the Canadian standard (which last may be used for lights and kept for sale according to law, but in quantities not exceeding five barrels, provided it be drawn and lamps filled by daylight, or at a distance not less than ten feet from artificial light.)

(7.) Or if a building or any part thereof fall, except as a result of fire.

11. The Company will make good loss caused by the explosion of coal gas in a building not forming part of gas works, and loss by fire caused by any other explosion, or caused by lightning, but liability for direct damage by lightning may be assumed by specific agreement hereon.

12. Proof of loss must be made by the assured, although the loss be payable to a third party.

13. Any person entitled to make a claim under this policy is to observe the following directions:—

(a.) He is forthwith after loss to give notice in writing to the Company.

(b.) He is to deliver as soon afterwards as practicable to the Company, as particular an account of the loss as the nature of the case permits, stating the quantity, cost and cash value of each subject matter of insurance and the amount of loss thereon.

(c.) He is also to furnish therewith a statutory declaration, declaring:

That the said account is just and true;

When and how the fire originated, so far as the declarant knows or believes;

The interest of the assured and of all others in the property;

All liens and encumbrances on the subject of insurance;

All other insurance, whether valid or not covering any of the said property;

A copy of all the descriptions and schedules in all policies, and all changes in the title, use, occupation, location, possession or exposures of said property, since the issue of this policy;

By whom, and for what purpose any building herein described, and the several parts thereof, were occupied at the time of the fire;

That the fire was not caused through his wilful act or neglect, procurement, means or contrivance.

10. —(a) The Company is not liable for the losses following, that is to say:

(1.) For the loss of property owned by any other person than the assured, unless the interest of such other person is stated in or upon the policy, and liability is specially assumed hereon.

(2.) For loss caused by invasion, insurrection, riot, civil commotion, military or usurped power, or by order of any civil authority; nor for loss occasioned by ordinance or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes or otherwise; or by theft, or by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire, or when the property is endangered by fire in neighbouring premises.

(3.) When the insurance is upon buildings or their contents for loss caused by the want of good and substantial brick or stone chimneys; or by ashes or embers being deposited with the knowledge and consent of the assured, in wooden vessels, or by stoves or stove-pipes being, to the knowledge of the assured, in an unsafe condition, or improperly secured.

10. —(b) This policy, unless otherwise provided by agreement endorsed hereon or added hereto shall be void.

(1.) If the interest of the insured be other than unconditional and sole ownership, or if the subject of insurance be a building on ground not owned by the insured in fee simple, or other freehold tenure, or (where warning has been given as provided in section 7 of the *Fire Insurance Policy Act, 1900*) which becomes encumbered by any charge, lien, execution, mortgage or other hypothecary claim, or if the subject of insurance be personal property and become encumbered by a chattel mortgage or hypothecary claim, or if, with the knowledge of the insured, foreclosure proceedings be commenced, or notice given of sale of any property covered by this policy by virtue of any mortgage or trust deed.