

FIRE RECORD.—Montreal, Sept.—A fire broke out in the building at the corner of St. Paul and St. Francois Xavier streets, owned by Mr. Kember, and occupied by Mr. Radway as a medicine depot. The fire originated in the tincture room in the third story, from ashes in a wooden box, but was promptly put out; damage to the building slight; stock mostly saved; building insured in the Citizen, and the stock in the Commercial Union.—About noon a fire broke out in the back premises of Messrs. Evans & Mercer. But little damage was done.—About ten o'clock last night the stable of Mr. Moine, of the Canada Hotel, St. Vincent street, took fire. The Fire Brigade soon had the fire extinguished. A quantity of hay and other articles were destroyed. The horses were saved.—Stables in connection with Mr. Langland's spice mills St. Gabriel street, in which two horses were confined. After a little delay the fire was subdued, and an entrance being made into the stable, the horses were found burnt to death. The stable was considerably damaged and the hay destroyed. A fire broke out in this same yard only about a month ago.—A fire broke out in the stable of Mr. Rolland, St. Dennis street, and destroyed a quantity of hay, but was soon extinguished.—A fire broke out in a stable, the property of Mr. S. Cote, situated at the end of the Champ de Mars, and extended to a shed in which were four carriages and several sleighs, which were destroyed. The building is occupied only as a store for vehicles, and the cause of the fire is quite unaccountable. The property is insured.

QUEBEC, Sept.—A fire broke out in the garret of a house in Diamond Harbor. Owing to the prompt arrival of the Fire Brigade, and the water being turned on in that locality at the time, the flames were confined to the attic in which they originated, and were soon extinguished, but very little damage being done to the building. The house is owned and occupied by Mrs. O'Brien, and is insured. The fire originated in a defective chimney.

BUCKINGHAM, Sept. 21.—Dwelling house of Mr. H. Parker and store, in the same building, of J. F. McAndrew, totally consumed. Palmer's loss \$4000, insured in the Etna of Hartford for \$1000; McAndrew, no insurance; goods saved, but much damaged.

ST. THOMAS, Sept. 20.—Hiram Ward's driving house, on the 2nd concession of Lobo, was struck by lightning. The building was entirely consumed with all its contents, which consisted of a buggy, wagon, several sets of harness, etc. The building was insured.

OWEN SOUND, Sept. 26.—The school house of School Section No. 8, Sydenham, was destroyed by fire, supposed to be the work of an incendiary. The building and contents were insured for \$200.

ST. JOHNS, Q.—House of Mr. Dykman at Lacelle; No insurance.

QUEBEC, Sept. 27.—The house of Elzear Guilmet, situated in the parish of St. Christophe d'Arthabaska, was completely destroyed by fire. The wife of this unfortunate man, with his two children, aged respectively nine and twenty three months, were burnt before they could obtain means of escape. The only remains found the following morning of his wife and children were a few bones, near the door through which it is supposed they attempted to escape, but were prevented from doing so by the flames.

MARINE RECORD.—During a severe thunder storm the brig, *Sunny South*, (owned by Messrs. Troop & Son, of St. John, N.B.) loading with petroleum on the Delaware, below Philadelphia, was struck by lightning; the fluid was conducted to the gases in the hold arising from the cargo, blowing her up, killing none, but badly injuring all on board.

Oswego, Oct. 6.—A telegram gives an account of the loss of the *Perseverance*, by fire. She belonged to the Welland Railway. The account as given by Archibald Graham, a deck hand, is as follows:

About one o'clock this morning, when about 20 miles of Pultneyville, we were called up and found the propeller on fire. The fire commenced near the smoke pipe, and in less than fifteen minutes the boat was burned to the water's edge. The two mates, porter, wharfsman and myself launched a life boat, and were picked up by the propeller 'Enterprise,' about five o'clock this morning. The crew consisted of seventeen men and two women, fourteen of whom were lost, including the captain. I think none of the others made any effort to save themselves. I don't know the names of any of the crew. Both vessel and cargo were insured.

EQUITABLE LIFE.—The Equitable Life Assurance Society of New York has deposited \$75,000 in U. S. 5-20 bonds. The deposit is for the general benefit of all the policy holders in the Company. It does business on the mutual principle, so as to be unable legally to make a deposit for the security of policy holders resident in Canada.

BRITON MEDICAL.—The Briton Medical and General Life Association of London, England, has made a cash deposit of \$100,343.68.

EDINBURGH LIFE INSURANCE CO.—A statement appeared in the *Canada Gazette* of the 1st August respecting this Company, to the effect that a deposit of British 3 per cents had been made, pending an examination of the charter by the law officers of the crown. We were made aware of the incorrectness of this statement at the time, but preferred leaving it to the *Gazette* to make the required correction. It is as follows:

The statement in the *Gazette* of the 1st August, that the Edinburgh Life Insurance Company had deposited 3 per cent. British Consolidated Annuities, pending an examination of the special terms of their charter, was based on erroneous information. The deposit was originally made in cash, of the amount and at the date specified in the *Gazette* of the 15th of August, viz: \$150,000 deposited on the 27th July.

PERTH MUTUAL INSURANCE CO.—Some one who signs himself Nicklin, alleges unfair treatment by this Company, and is writing hard things against the management in the Stratford papers. He says the Company cheated him out of \$200, because he was late in paying his assessment, while they paid other losses where the sufferers stood in a similar position. There is probably little foundation for the charges made.

RETIREMENT.—Mr. Wm. Murray, the Assistant Secretary of the Provincial Insurance Company, has been compelled, through failing health, to resign his post. He was a most efficient and obliging officer, and his withdrawal will be a serious loss to the Company.

U. S. OCEAN MARINE LOSSES FOR SEPT.—During the past month 29 vessels were lost, valued at \$1,098,000. The total losses for nine months, 1868, to Oct. 1st, were 257 vessels, valued at \$11,698,500. The loss for corresponding period in

| | No. Vessels | Aggregate Loss. |
|------|-------------|-----------------|
| 1867 | 388 | \$16,876,100 |
| 1866 | 389 | 19,680,800 |
| 1865 | 275 | 20,549,800 |

—Thirty-two Insurance Companies have made deposits with the government, under the new insurance act.

—A lawsuit was had in Yarmouth with the Insurance Companies respecting the *Eliza Young*, lost at St. John some time since; about 30 witnesses were examined; result not yet known.

DAMAGES BY REMOVAL.

The remarks of an adjuster respecting damages by removal, which we gave last week, are thus criticised in the September number of the *Monitor*.

His positions are undoubtedly correct as to general principles, and as to the reprehensible loose practice, of which most companies are guilty, in adjusting this sort of claim, but he falls into

an arithmetical absurdity when he pays the total loss first and then proceeds, by a separate calculation, to fix the amount due for damages. The point, not visible to my eye, is this. The Company's liability for a pro rata share of the damages being admitted, by what right is the amount of the policy reduced before the calculation for contribution is made? That is to say, is the claim for one portion of the loss of greater virtue than for another portion, and if so, why?

Suppose we invert the order of adjuster's calculations and pay the damages first, and the total loss afterwards, thus:—

| | |
|------------------------|------------|
| Value of damaged goods | \$7,000 00 |
| Amount of policy | 5,000 00 |
| Amount of damages | 800 00 |

| | |
|---|----------|
| Underwriter's pay on \$5,000 5-7 of \$800 | \$571 40 |
| Underwriter's pay for goods totally destroyed | 3,000 00 |

Total claim under policy \$3,571 40
Being a difference of \$352 83 in favor of claimant over the amount of adjuster's award.

Will the adjuster have the kindness to show wherein the above arithmetic is defective, and explain by what principle he exalts one portion of the same claim, arising at the same fire, upon the same policy, over another portion so as to give it precedence in payment, to the prejudice of that other portion, under a contract that specifically provides for payment in proportion as the sum assured bears to the whole value of the goods.

INTERNATIONAL LIFE ASSURANCE SOCIETY.

A letter appears in the *Post Magazine* of the 26th September, signed by R. Thomson, accountant, respecting the affairs of this company, which it will be remembered was swallowed up very unceremoniously by the Hercules Company a short time since. From this letter we make an extract:

Sir—A client of mine eleven years ago obtained a profit policy in this society on his own life, and has regularly paid up his accruing premiums. In May last, he received a letter from the Hercules Insurance Company (Limited), informing him that the business of the International was transferred to that company and requesting the policy to be forwarded to the Hercules for indorsement to that effect. The International Society have always advertised their "individual capital" at £500,000 of which at least £200,000 ought now to be "under investment" as a reserve guarantee fund for payment of policies as they fall due. Judge of my surprise on reading a report dated 13th May, 1868, signed "E. S. Symes, chairman," notifying the interest realized on International investments as "£5,471 6s. 3d." per annum, an amount I apprehend "totally insufficient" to pay interest on the "proprietors paid up capital," who by "the way have received no interest whatever for many years past." I know little of the financial position of either society, but am somewhat at a loss to understand how it happens that the International subscribed capital before May, 1868, was £500,000, and the Hercules subscribed capital advertised at £500,000, whilst it now appears the Hercules advertise their "subscribed capital and funds invested" at only \$373,869. This it may be observed is after they profess to have taken the International liabilities upon themselves. The International by such report of 13th May, 1868, allege they have received in premiums during the last year of their existence "£34,601 16s. 0d." and paid in claims "£33,432 8s. 0d.!!!" whilst Directors of the International are dragooning the Proprietors to pay calls, some of which as it plainly appears were enforceable (if at all) several years since. Both companies are "perfectly silent" as regards the "conditions for the amalgamation" and the amount of consideration passing in respect of it. So far as I have been able to learn, and I "have made ever possible enquiry" neither Pro-

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