

We are of opinion that there will not be much desire to under cut for the business of the Grand Trunk, when it comes round again on the market. One hundred and seventy-five dollars for three years has not been found a paying business for the Underwriting Company. In fact, rumour has it that the premiums are pretty well eaten up by the losses that have already occurred, and there is a dreary looking prospect of unexpired time to look forward to yet. The worst part of the business, *i.e.*, the station buildings, workshops and everything burnable, in fact, except the rolling stock, is insured in Canada at a ruinous rate, and the good part (the rolling stock) done in the United States at a still lower figure, it being the cream of the business.

### TORONTO LETTER.

To the Editor of INSURANCE SOCIETY:—

Hot and dry weather still continues. We are treated alternately to clear skies and air, and then smoke of the densest and murkiest. The destruction of forest must be immense. A rumour last week to the effect that the town of Barrie was in great danger from the ashes and sparks borne into the town by a high wind from adjacent bush fires, made Insurance people sleep uneasily. Still, so far there is not much to complain of, fortunately, excepting the uneasiness. Insurance folks are a light-hearted tribe, and do not borrow trouble; and we have had to cheer us up, the smoky regatta, with its long drawn out excitement, and have the really splendid Toronto Exhibition still to cheer us.

Fire Insurance business is beginning to brighten up somewhat as the season advances. Members of the Board are getting back to their places, including our genial friend, A. S., who ran up to Winnipeg to show our striving, thriving brethren there that Insurance representation is not so depressing, especially when you are "in the Tariff," as some people think. I hear Mr. S. was the life and soul of his party. Yes, business and pleasure was combined, I believe.

*Entre nous*, I must not forget to say that by aid of sundry committee sittings and councils, the Association has succeeded in framing some new regulations for the better guidance of members in their dealings with non-boarders, their canvassers, and the insuring public. There have been, doubtless, members who did not clearly and distinctly comprehend what was expected of them by the Association, and means have been devised, it is hoped, whereby their case will be affectionately though firmly met, so that no misunderstanding need arise in the future as to the scope and intent of the agreement undertaken by each member, and as to what he is to do, and not to do, as a loyal Boarder. The atmosphere of the city and the Underwriter's Board-room will become clearer I think, now.

As the season comes round, with it comes the annually recurring question of "who is doing the grain insurance this year?" There is a great deal of this business to be done in Toronto, no doubt. Some of the representatives of companies think they do not get their merited share; each asks his neighbour, and he says he is in the same plight, in fact all the neighbours ask the same question. It is so funny! The insurance is placed somewhere, but no one you ask seems ever to get it—or *hardly ever* you know.

And now comes the "City of London Fire Insurance Company." I do hope these new comers will start well from the beginning, and equip themselves properly for the fight, by getting a set of "Goad's Plans," and subscribing for INSURANCE SOCIETY. Then, if they do not achieve success, much will have been done in the direction of deserving it.

As ever, yours,

ARIEL.

Toronto, 10th Sept., 1881.

### Professional Cards.

ROBINSON & KENT,

BARRISTERS, ATTORNEYS, SOLICITORS.

*Notaries Public, Conveyancers &c.,*

Victoria Chambers, No. 9 Victoria Street, Toronto.

J. G. ROBINSON, M.A.

HERBERT A. E. KENT.

### INSURANCE DECISIONS.

ONTARIO.

FERGUSON, V. C.

June 30.

THOMPSON vs. VICTORIA MUTUAL FIRE INSURANCE COMPANY.

*Pleading—Demurrer—Party suing on behalf of a Class.*

Where a right of suit exists in a body of persons too numerous to be all made parties, the Court will permit one or more of them to sue on behalf of all, subject to the restriction that the relief prayed, is one in which the parties whom the Plaintiff professes to represent, have all of them an interest identical with that of the Plaintiff. Therefore where a Mutual Fire Insurance Company has established three distinct branches, in one of which, the water-works branch, the plaintiff insured, giving his promissory note or undertaking to pay \$168, and the Company made an assessment on all notes, and threatened suit in the Division Court for payment of such assessment; whereupon the plaintiff filed a bill "on behalf of himself and other policy-holders associated with him, as hereinafter mentioned," alleging the Company was about to sue him and the other policy-holders in said branch; that large losses had occurred in the Company prior to the time of his effecting his insurance, and insisting that he could be properly assessed only in respect of such as had arisen since he entered the Company, and praying that the necessary enquiries might be made and accounts taken, alleging that the Division Court had not the machinery necessary for that purpose.

*Held*, that according to the statement of the bill, the policy-holders on the water-works branch were not represented in the suit, and a demurrer on that ground filed by the Company was allowed with costs.—*Canada Law Journal*, 293 vol. 5.

### AN ENGLISH DECISION.

We notice reported in the *London Mail* for the 12th ult., an interesting case tried at the assizes at Swansea, before Mr. Baron Pollock and a special jury. It is the case of Elliott vs. The Taff Vale Railway Company, and is of importance as invoking the question of liability of railway companies for negligence in the management of their engines, whereby fires were caused in the vicinity of their lines. During the hearing, reference was made to the cases of *Vaughan vs. The Taff Vale Railway Co.*, 29 L. J., Exch. 247; *Powell v. Fall*, 49 L. J., App. Q. B., 428; *Pigott vs. Eastern Counties Railway Co.*, 3, C. B., 299. The learned judge at the close of a long and elaborate summing up, left the following questions to the jury: (1.) Was the fire occasioned by any act of the defendants or their agents? (2.) Did the sparks set fire to the plaintiff's premises immediately or by setting fire to the grass outside? (3.) Were the defendants guilty of negligence in the working and management of their engines and railway? The jury, after a short deliberation, returned the following verdict: (1.) The fire was occasioned by the act of the Defendants. (2.) The fire commenced on the plaintiff's premises, and not otherwise. (3.) The defendants were not guilty of negligence. A verdict was accordingly entered for the defendants and judgment given for them.—*Canada Law Journal*.