occurred. The customary clause of the fire policy reads as follows: "Nor unless such suit shall be commenced within twelve months next after the loss *shall occur*." Some policies make the limit six months.

The question at issue between Court decisions is as to the equitable construction of this provision of the policy; whether, as before stated, the termination of the right to sue shall apply to the exact date when the loss "occurred," or to the time where, under the subsequent stipulation, the loss, if recognized by the insurer, shall be payable. There are leading adjudications upon both sides of the question, some of which are herewith submitted.

In the case of Johnson *vs.* Ins. Co., Sup. Court of Illinois (cited 8 Ins. Law Jour. 617), the Court says:

"When did the loss occur? Manifestly at the time the fire destroyed the property. In what consisted the loss? Obviously the destruction of the building by fire. We are wholly unable to conceive that language could have been used that could have rendered the meaning plainer.* * * It is insisted, however, that the clause in the policy, that "the loss was to be paid sixty days after due notice and proof of the same should be made by the assured and received at the office of the company, limits and curtails the after inserted condition prohibiting the bringing of an action more than twelve months after the loss should occur. We are unable to perceive that it controls this condition. If either has the effect, it would seem that the latter controls the former. The two clauses, considered together, obviously provide that the company shall have sixty days within which to make payment after notice and proofs of loss, but in no event should a suit or action be commenced after the expiration of twelve months from the date of the fire producing the loss. Any other meaning attached to the language, it seems to us, would be strained, unreasonable, and in direct violation of the plain intention of the parties clearly expressed."

This ruling of the Superior Court of Illinois is supported by the Sup. Court of Rhode Island (7 R. I. 301), wherein is to be found the following:

"Where a period of limitation is stipulated for in a policy of insurance, it is binding upon the parties, and the provisions and qualifications of the general Statute of limitation of the State have no application. *The Court have no right to import into the contract of the parties qualifying terms which they have not seen fit to adopt.*" See also Fire Underwriters' Text Book, § 1179*a*, for authorities.

A recent decision of the Sup. Court of North Dakota makes the following sensible, lucid ruling upon the intention of this clause. The Court say:

"What right has any tribunal to find hidden somewhere in the contract a privilege to have the full time to sue after the cause of action has accrued, when the policy gives it only from the time the loss occurs?

"There are two distinct provisions: one that the insured shall not sue before a certain time, and another that he shall not sue after a certain time. These do not clash. They merely necessitate the construction that the intention was to give the insured such period in which to maintain his action after he could sue, as would be left after deducting from the time limited, the time which must elapse before the right to sue would accrue. But we find in these cases this very extraordinary reasoning: They assert that this doctrine will often kill the action before it could have life. The answer is short and simple. Every limitation in a contract is void which does not leave the plaintiff a reasonable time in which to sue after his right to sue has become perfect.

"When an insurance company has declared that a suit must be brought within forty days after a loss has occurred, and that no action shall be maintained until thirty days after proof of loss, the duty of the Court is not to interpolate into the contract a provision that the limitation runs from the date the cause of action accrues in place of one expunged by the same process, to wit: the provision that the time runs from the time the loss occurs, which is the date of the fire: but the court should invoke against the company the rule that a right of action shall not, in effect, be destroyed by a limitation which leaves the plaintiff an unnecessarily short time to sue after his cause of action has accrued and declare the limitation clause void. If other provisions of the policy make it appear that in every case a reasonable time will not be left after the right to sue has become perfect, the limitation is void. * * * And if the company has induced the insured to believe that the loss will be paid, or that the limitation will not be insisted upon until it is too late to sue, the limitation is waived. Thus the insured is fully protected by the application of known and established principles. The contract is construed as it is written, and the time when the limitation begins, if at all, is fixed and not uncertain."

In the case of Blair *vs.* Sovereign Ins. Co., S. C. Nova Scotia (7 Can. Law Jour. 410), the clause provided for commencement of suit "within six months after this loss or damage *occurs*." The Court held that under this condition, notwithstanding another condition deferring the bringing of any action until the expiration of sixty days, from the completion of the proofs of loss, the plaintiff was precluded from recovering. Also, that the words "loss occurs" must be taken "*to relate to the time of the occurrence of the fire*."

Upon the whole, it is evident that not only is the weight of present authority in consonance with North Dakota Court ruling, but the tendency of other courts is now toward the correctness of that court ruling.

ANCIENT ORDER UNITED WORKMEN.

The annual meeting of the Grand Lodge of this Order was held this week in the city of Toronto, with representatives present from all parts of the United States and the Dominion. It will be remembered that considerable enterprise has been displayed in pushing the business of the Order in this country upon the assurance that $12.00 per annum would be the highest possible or probable assessment to which members could be subjected for $2000 policies. The difference between promises and practice will be a disappointment