

The Act in its final form was satisfactory to neither of the contending interests. The All Canada Federation of Fire Insurance Companies, whose work was referred to in Mr. Meikle's able retrospect of last year, tried to convince Parliament that fire insurance in Canada should be undertaken only by licensed companies, except under certain restrictions, well known to the legislation of many of the States of the United States. The sections of the Boards of Trade, opposing the view of the companies, desired to introduce absolute free trade in fire insurance, while advising protection from outside competition for their own industries. Parliament gave way to the extent that any person may insure his property in any British, or foreign, unlicensed company, provided such insurance is effected outside of Canada and without solicitation in Canada, and the only requirement is to make a return to the Department on or before March 1st following, of the property insured, with the amount and name of the company. Although not strictly consistent, the Act, under penalty, forbids the foreign unlicensed companies to advertise in Canada by circular, or otherwise, whether mailed in Canada or elsewhere, or to maintain an office or agency in Canada, or to transact any part of the business in Canada.

Investment Powers Extended.

In other respects the new Act is largely a re-enacting of the old law, so far as relates to fire insurance. The investment powers of the companies have, however, been considerably extended and more attention has been given in the case of the Canadian companies to the growth of surplus. Until the surplus equals or exceeds the reserve of unearned premiums, the company is required, at the end of each year, commencing with 1910, to appropriate towards the surplus of the company at least twenty-five per cent. of the profits of the company for the year. In computing the reserve of unearned premiums upon all the business of a Canadian company and upon all the Canadian business of other companies, the basis has been lowered to eighty per cent. of the unearned premiums, computed pro rata as at the date of the statement.

Beyond passing out of one Canadian company and the amalgamation of several others, there is no change of importance to report in the personnel of the leaders in fire insurance in Canada.

Unfortunately, in Canada, no progress has been made during the year in the matter of a Standard Policy for the whole of Canada; on the contrary, every Province of Canada now has its own set of policy conditions, with the result that the interpretation by the Courts in the different Provinces becomes increasingly difficult for insurance managers to follow.

The long-standing dispute between the Provinces and the Dominion as to the right of a Provincial company to operate in the other Provinces of Canada, is again to be submitted to the Courts for a decision, upon the constitutionality of the Dominion Act, which seeks to restrict the Provincial company to the Province of its origin.

DRESDEN FIRE STILL A MYSTERY.

Many Witnesses Examined—Fire Department Found to be in Unsatisfactory Condition.

"1. That the deceased Daniel Venning Hicks came to his death on December 25th, 1910, by a falling wall from the front of Robert Aitken's store, produced by an expansion of air and smoke, accumulating in the attic of said store, caused from fire and heat from the burning stores, which originated in C. A. Jeffrey's dry goods department.

"2. That we find the origin of the fire at present unknown to the jury.

"3. That from the evidence, we are of the opinion that inspection by the parties responsible as to the condition of the wells would have saved valuable time and left the engine and hose in a condition to render effective service."

The above verdict was rendered by the jury in the fire inquest at Dresden, Ontario, recently. The enquiry was thorough and although many theories were advanced it was found impossible to arrive definitely at either the cause of the fire or the explosion.

The inquest was conducted in the Hick's Opera house by Coroner Wiley, and Crown Attorney H. D. Smith. Mr. O. L. Lewis, K.C., appeared in the interests of the United Gas and Fuel Supply Company, and Mr. Geo. Weir, town solicitor, appeared for the municipality of Dresden.

The most interesting evidence of the day was given by a young man named Mr. Craig, and Mr. Jeffrey, the latter being the man in whose store the fire started.

Mr. Craig, who was employed in the Jeffrey store, admitted having said to a number of people that "he knew more about the fire than he was telling, and that he could add a lot to it if he had to." At the inquest he repudiated what he had said, and added that when he said it he didn't mean anything.

Fire Chief Examined.

Mr. Arthur Hoyles, Chief of the fire department, said it was his duty to see that the fire apparatus was in first-class condition, but he did not look after the tanks. Witness said he had to go out once a month to test the tanks. He had done so since August when he was appointed chief.

Further, witness said the well in the business section had been found deficient during the fire. The engine and hose were in good shape. The fire wells are brick wells sunk below the level of the river, and intake pipes bring the water from the river to the wells. The intake pipes are crock tile. Witness did not know whether all the intakes in the river are guarded or not. At the time of the fire witness said the water was low in the river and there was some refuse in the well which clogged the well and shut the water off.

A Juror—Was the Carscallen well all right when you tested it?

Witness—No, but it was cleaned out.

Juror—Then why was it that during the Craig fire some time ago the firemen were unable to throw anything but muddy water?

Witness.—The water got low.

No Water From the Tank.

Mr. John Groff, assistant fire chief, said the firemen could not get water from the tank on the night of the fire. The well was blocked up. It had been covered with a few boards only. Witness had made no tests of the apparatus or the wells during the last month.

He said the trouble was caused solely as a result of the tank being clogged. If the well had been inspected the trouble would have been noticed and the remedy could have been applied. The trouble could have been avoided if the well had been properly covered. The well had been inspected in June and it was all right then.

When the well was found deficient the firemen took the engine to the river, but it did not work very well as the engineer said he could not keep up steam.

Well Found Clogged With Sand.

Mr. Thomas Warner, second assistant chief, said that on the night of the fire he had gone down into the well in question and found it clogged up with sand and boards. The intake pipe in the well was clogged with sand. There was only 2 or 3 inches of water in the well. Mud and water stopped the engine.

Witness said that the council had been notified of the bad condition of the wells, but they had taken no action. The tops of the wells were not locked and they should be tested once a month. He did not think they had received such inspection.

Mr. Charles Eberlee, the engineer of the fire department was next examined. He is also the engineer of the electric light plant. The fire engine is tested once a month. During the last three months he did not think any test had been made of the fire apparatus. The department has 2,000 feet of hose and there was not enough hose to lay two lines from the river. When the department got to the river it was found the water and mud was frozen in the hose. Before going to the river they had tried to get water from the well and had got the hose stuffed up with mud. The last time the well in the business section of the town was tested was last June. Witness said the engine was all right and would have given good service if everything else had been all right.

Origin of Fire Unknown.

Many other witnesses were examined. It is not likely that there will be any action arising out of the evidence.

The inquest may result in some good to Dresden. The evidence of the firemen showed that the fire-fighting facilities of the town are by no means in an efficient shape, and the inquiry may lead to the council taking action to provide the town with better fire protection.

The regular monthly meeting of the Life Underwriters' Association of London was held at the Tecumseh House, when an interesting debate on the subject, "Resolved, that part time agents should be eliminated from the life insurance business," was discussed. The affirmative was upheld by Messrs. Heath, Reeve and Nichol, while the negative side was supported by Messrs. McGregor, McBroom and German. A vote taken at the conclusion of the debate resulted in favor of the negative.