

NEW FIRE INSURANCE LEGISLATION IN NEW BRUNSWICK.

(Continued from page 301).

Following is published the second and concluding instalment of the text of the new bill introduced into the New Brunswick Legislature by the Attorney-General and called "the Fire Insurance Policies Act." The first instalment was published in our last week's issue.

Ninth. The insurer is not liable for loss if there is any prior insurance with any other insurer, unless the insurer's assent to such prior insurance appears in the policy or is indorsed thereon, nor if any subsequent insurance is effected with any other insurer unless and until the insurer assents thereto, or unless the insurer does not dissent in writing within two weeks after receiving written notice of the intention or desire to effect the subsequent insurance, or does not dissent in writing after that time and before the subsequent or further insurance is effected.

Tenth. In the event of any other insurance on the property described in the policy having been assented to as aforesaid, then this insurer shall, if such other insurance remains in force, on the happening of any loss or damage, only be liable for the payment of a rateable proportion of such loss or damage, without reference to the dates of the different policies.

Eleventh. The insurer is not liable for the losses following, that is to say:

(a) For loss of property owned by any other person than the assured unless the interest of the assured is stayed in or upon the policy.

(b) For loss caused by invasion, insurrection, riot, civil commotion, military or usurped power.

(c) Where 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 stovepipes being, to the knowledge of the assured, in any unsafe condition or improperly secured.

(d) For loss or damage to goods destroyed or damaged while undergoing any process in or by which the application of fire heat is necessary.

(e) For loss or damage occurring to buildings or their contents while the buildings are being repaired by carpenters, joiners, plasterers, or other workmen, and in consequence thereof unless permission to execute such repairs has been previously granted in writing, signed by a duly authorized agent of the insurer. But in dwelling houses fifteen days are allowed in each year for incidental repairs without any such permission.

(f) For loss or damage occurring while petroleum, rock, earth or coal oil, camphene, gasoline, burning fluid, benzine, naphtha, or any liquid products thereof or any of their constituent parts (refined coal oil for lighting purposes only not exceeding five gallons in quantity, or lubricating oil, not being crude petroleum nor oil of less specific gravity than required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds' weight of gunpowder, is or are stored or kept in the building insured, or containing the property insured, unless permission is given in writing by the insurer.

Twelfth. The insurer will make good loss caused by the explosion of coal gas in a building not form-

ing part of gas works, and loss by fire caused by any other explosion, or by lightning.

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

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

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

(b) He is to deliver, as soon after as practicable, as particular an account of the loss as the nature of the case permits.

(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.

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

The amount of other insurances.

All liens and incumbrances on the subject of insurance.

The place where the property insured, if movable, was deposited at the time of the fire.

(d) He is in support of his claim if required, and if practicable, to produce books of account, warehouse receipts, and stock lists, and furnish invoices and other vouchers; to furnish copies of the written portion of all policies; to separate as far as reasonably may be the damaged from the undamaged goods, and to exhibit for examination all that remains of the property which was covered by the policy.

(e) He is to produce if required a certificate under the hand of a justice of the peace, notary public, commissioner for taking affidavits, or municipal clerk, town clerk or city clerk residing in the vicinity in which the fire happened, and not concerned in the loss or related to the assured or sufferers, stating that he has examined the circumstances attending the fire, loss or damage alleged, that he is acquainted with the character and circumstances of the assured or claimant, and that he verily believes that the assured has by misfortune and without fraud or evil practice sustained loss and damage on the subject insured to the amount certified.

Fifteenth. The above proofs of loss may be made by the agent of the assured, in case of the absence or inability of the assured himself to make the same, such absence or inability being satisfactorily accounted for.

Sixteenth. Any fraud or false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim.

Seventeenth. If any difference arises as to the value of the property insured, of the property saved, or of amount of the loss, such value and amount, and the proportion thereof (if any) to be paid by the insurer, shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person then to two persons, one to be chosen by the party assured and the other by the insurer, and a third to be appointed by the persons so chosen, or, on their failing to agree, then by the county court judge of the county wherein the loss has happened; and such references shall be subject to the provisions of "The Arbitration Act," 1909; and the award shall, if the company is in other respects liable, be conclusive as to the amount of the loss and