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with fire insurance, or with insurance policies, and he, therefore, did not know that under the present standard form a building on leased land was not insured, nor were his machines, covered as they were by chattel mortgages to secure the unpaid balance due thereon, within the protection of his policies. Indeed, after paying his premiums he was told that in the course of a few days his policies would be delivered to him. He certainly thought when he paid his premiums that he was securing protection, and nothing was said to him that would lead him to see that that protection was conditional only.

Prior to the delivery of his policies his entire plant was destroyed by fire and then, on presenting his claim for the insurance that he had bought and paid for, he was informed that his building being on leased land and his machinery being encumbered by chattel mortgages, or conditional sale agreements, his total insurance had been avoided.

Had the insured been interrogated (as in life insurance and all other lines of insurance as I now recall) as to the condition of his property at the time, or had he been notified of the conditional nature of his protection, or had he or his broker been compelled to apply for his insurance under a written application, under which all of the facts referred to would have been made apparent, his disaster would have been avoided.

This question has been the subject of much litigation, but the law in this State has not as yet been settled or the question set at rest.

Mr. Guilford A. Deitch, in his very clever analysis of the provisions of the standard fire policy, at pages 24-25, treats the subject under discussion as follows:

"From the foregoing cases the rule may be announced to be that, if the insured applies for insurance and upon inquiry being made, falsely answers any questions put to him, or conceals any fact inquired about, then he cannot recover on the policy; but if no inquiry is made of the insured and the policy is issued to him without requiring him to make any statements concerning the title, occupation, or condition of the risk, then the insured cannot be held guilty of any concealment or false representations, and the company will be held to have waived the violation of any condition of its policy existing at the time the same was issued, for the reason it failed to inquire concerning the same."

In many of the other States, the matter has been disposed of by judicial decisions, and the leading case among them is that of *Allesina v London & Liverpool & Globe Insurance*, 78 *Pacific Reporter*, 382. In this case the Supreme Court of Oregon in 1904 said:

"The courts in Nebraska, Kentucky, Montana, Mississippi, and the Indiana Appellate Court have all held that when an insurance company issues a policy covering mortgaged property, without a written application, and without making any inquiry as to incumbrances, accepts and retains the premium, without any statements or representations being made in reference to incumbrances by the assured, the latter paying the premium and accepting the policy in good faith, not knowing that the incumbrance in any way affects the contract or that the company intends to insist upon the mortgage clause, the company will be held to have accepted the risk, with the liens and incumbrances thereon, and to that extent have waived or modified the printed terms in the policy (numerous cases cited) * * *"

We think the reasoning of the courts to which reference has been made is sound and is fair to the insured. It is also not harsh so far as the insurer is concerned, for it at all times has within its power the opportunity to interrogate and bring to the attention of the insured the perils that rested upon him under the multitude of the provisions contained in the policy.

We believe that the insured is entitled to the protection for which he pays under the authorities to which we have referred, and at the same time we think that we are placing upon the insurer no unnecessary burden.

If the ends of justice are served for the people of the States wherein their highest courts have passed on this question in the manner referred to, why are not the people of New York State entitled to similar relief, either by judicial construction or by legislation if necessary."

TRAFFIC RETURNS

Canadian Pacific Railway

Year to date	1918	1919	1920	Increase
Jan. 31	\$10,570,000	\$12,797,000	\$13,609,000	\$ 872,000
Week ending	1918	1919	1920	Increase
Feb. 7	2,006,000	2,579,000	3,288,000	709,000
Feb. 14	2,306,000	2,883,000	3,547,000	661,000
Feb. 21	2,435,000	2,729,000	2,601,000	172,000

Grand Trunk Railway

Year to date	1918	1919	1920	Increase
Jan. 31	\$ 4,083,362	\$ 4,402,229	\$ 5,051,034	\$ 651,805
Week ending	1918	1919	1920	Increase
Feb. 7	675,115	905,149	1,178,184	273,735
Feb. 14	752,861	947,889	1,220,509	272,620
Feb. 21	980,013	974,220	928,033	Dec. 45,227

Canadian National Railways

Year to date	1918	1919	1920	Increase
Jan. 31	\$ 8,512,764	\$ 6,787,517	\$ 7,267,562	\$ 480,045
Week ending	1918	1919	1920	Increase
Feb. 7	1,508,137	1,545,473	1,545,473	42,336
Feb. 14	1,611,721	1,678,047	1,678,047	61,325
Feb. 21	1,572,151	1,552,908	1,552,908	Dec. 19,244