

To Make Legislation Uniform

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when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the company of the separation.

12. **Insurance on Goods Moved.**—If any of the insured property is necessarily removed to prevent damage or further damage thereto, it shall be covered in its new situation for not more than seven days by that part of the insurance under this policy which exceeds the amount of the company's liability for any loss already incurred, and the company will contribute *pro rata* towards any loss or expense connected with such act of salvage according to the respective interests of the parties.

13. **Entry, Control, Abandonment.**—After any loss or damage to insured property, the company shall have an immediate right of access and entry by an accredited agent sufficient to enable him to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable him to make an appraisal or particular estimate of the loss or damage, but the company shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed or appraised value or undertakes reinstatement under condition 19; and without the consent of the company there can be no abandonment to it of insured property.

14. **Who to Make Proof.**—Proof of loss must be made by the insured although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or, in the like case or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

15. **Requirements after Loss.**—Any person entitled to claim under this policy shall:

(a) Forthwith after loss give notice in writing to the company;

(b) Deliver, as soon thereafter as practicable, as particular an account of the loss as the nature of the case permits;

(c) Furnish therewith a statutory declaration declaring:

That the account is just and true;

When and how the loss occurred, and if caused by fire how the fire originated, so far as the declarant knows or believes;

That the loss did not occur, or if caused by fire that the fire was not caused, through any wilful act or neglect or the procurement, means or contrivance of the insured;

The amount of other insurances, and names of other insuring companies;

All liens and incumbrances on the property insured;

The place where the property insured, if moveable, was deposited at the time of the fire;

(d) If required and if practicable, produce books of account, warehouse receipts and stock lists and furnish invoices and other vouchers, verified by statutory declaration and furnish a copy of the written portion of any other policy.

16. **Fraud.**—Any fraud or false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

17. **Appraisal.**—If any difference arise as to the value of the property insured, the property saved or the amount of the loss:

(a) The question at issue shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the appraisal of some disinter-

ested person to be chosen by both parties, or if they cannot agree on one person then to the appraisal of two persons, one to be chosen by the insured and the other by the company.

(b) The appraisers shall select a competent and disinterested person to be a third appraiser or umpire.

(c) In case either party fails to name an appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment, or in case an appraiser or umpire refuse to act or is incapable of acting or dies, a judge of a court of record in the county or district in which the loss happened may make the necessary appointment, on the application of the insured or of the company.

(d) The award in writing of a single appraiser, or of any two where an umpire is appointed, shall, if the company is liable for the loss, be conclusive as to the amount of the loss and the proportion to be paid by the company. Where the full amount of the claim is awarded the costs shall follow the event, and in other cases all questions of costs shall be in the discretion of the appraisers.

18. **When Loss is Payable.**—The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

19. **Replacement.**—The company, instead of making payment, may within a reasonable time repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to

do within fifteen days after receipt of the proofs herein required.

20. **Action.**—Every action or proceeding against the company for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

21. **Agency.**—Any officer or agent of the company, who assumes on behalf of the company to enter into a written agreement relating to any matter connected with the insurance, shall be deemed *prima facie* to be the agent of the company for the purpose.

22. **Waiver.**—No condition of this policy, either in whole or in part, shall be deemed to have been waived by the company, unless the waiver is clearly expressed in writing signed by an agent of the company.

23. **Notice.**—Any written notice to the company may be delivered at or sent by registered post to the chief agency or head office of the company in this province or delivered or so sent to any authorized agent of the company therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the company, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

24. **Subrogation.**—The company may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the company.

Danish Seeds Sold Below Cost

Mrs. Grant S. Peart, chief of the Markets Intelligence Division Seed Branch, Department of Agriculture has given out the following statement regarding the competition of Danish with Canadian seed:—

Recently Canadian growers of sugar beet, mangel, turnip and carrot seed have expressed alarm at the inroads of Danish seed houses in the markets of Canada and the United States. The following comments are offered with a view to correct the impression that Canadian growers cannot hope to compete favorably with Danish growers and seed houses in future. Denmark, like Canada, prior to 1914, produced practically none of these seeds for export. France, Germany, Great Britain and Russia were the chief sources of world production at that time, but, this gradually fell off as the war prolonged, until in 1917 shortage of world supply was threatened.

This condition naturally reacted in stimulating production in Denmark, which country was favorably situated both economically and geographically to produce and market the seeds to good advantage in the warring countries by which it was surrounded. As a result Denmark produced its first important surplus for export in 1917 and production was further increased in 1918. This seed was sold at phenomenally high prices which again stimulated Danish growers to further increase their acreage in 1919. Aided by a very favorable season for the development of the seed crop, the following surplus of seed were produced for export in 1919. These figures were supplied by the International Institute of Agriculture:—

	pounds.
Mangel	4,176,000
Swede turnip	3,822,000
Fall turnip	14,126,000
Field carrot	2,068,000
total	24,192,000

Danish seed is being offered in Canada and the United States by well-known firms in Copenhagen at the following prices, c.i.f. New York:—

	cents per pound
Mangel	13
Turnip	11
Table turnip	16
Swede turnip	13

Representatives of Danish firms have also toured America and Canada during the past few months soliciting orders at these prices. It would appear that, as other European countries have gradually resumed production following the close of the war, the demand for Danish seed in Europe fell off, so that it became necessary to seek other markets, and, in order to dispose of the vast quantity, to sacrifice it at prices less than the cost of production.

The fact has temporarily affected the market for Canadian-grown seeds, which naturally have difficulty in competing with this type of competition. Some hardship has therefore been created for our growers to place production contracts with Canadian and American firms. It is hopeful to note, however, that Danish firms have freely admitted their prices to be below present costs of production and that it is their policy to open the way for future trade via the price-cutting route and at the same time procure whatever financial return possible in the process.

The anxiety entertained by Danish merchants and growers as to the market outlet for their seed has caused the Danish Government to extend its service of seed control to include the guarantee of genuineness of seed for export.

The C.P.O.S. "Scotian" on its present voyage carries a contingent of exhibitors to the Canadian Industries Exhibition which takes place in London in June. This exhibition has been arranged with the object of bringing the chief importers of Great Britain and Europe in touch with the industrial products of the Dominion.