

LIABILITY FOR NEGLIGENCE CAUSING FIRES.

An important movement to fire insurance underwriters is the growing volume of judicial decisions on this Continent concerning the matter of individual liability for fire losses. Decisions recently given appear to warrant the belief that there is a right of action at common law by the owner of adjoining property damaged by fire communicated from another building when the fire was caused by neglect, carelessness or non-compliance with existing laws and ordinances.

The following synopsis of judicial decisions and pending cases in this connection has been compiled by the Glens Falls Insurance Company.

In two important cases the Supreme Court of New York has declared liability for full cost of extinguishing such fires.

Several suits have been begun in Indiana claiming damages from owners of property wherein like fires started; in one case by a tenant because the owner had failed to make changes in hazardous conditions to which the tenant had several times called the owner's attention.

The Supreme Court of Illinois, in *Noll vs. Taylor*, has held that a person is liable for all of those consequences which might have been foreseen and expected as a result of his conduct. In this case Taylor set fire to a gathering of dry grass and leaves on his farm. The fire got beyond his control, not only burning his own farm buildings, but, because of a high wind, burned the buildings of Noll, a quarter of a mile away. The court held that the setting of the fire by Taylor was the proximate cause of the burning of Noll's buildings and that Taylor must pay the loss.

In another Illinois Supreme Court case a railroad company set fire to grass along its right of way and was held liable for the death of a woman whose clothes caught fire in trying to put out the blaze.

The Supreme Court of Indiana in 1913, *Steitert vs. Coulter*, held that where a statute required the owner, occupant or lessee to erect certain fire escapes, the owner was primarily liable and responsible for failure to provide same, and a person injured by reason thereof has a right of recovery, and in some cases this right might be enforced against a tenant or lessee.

Cases in Minnesota and Missouri cover similar decisions. It looks as if fires caused by negligence, carelessness or disregard of fire prevention laws and ordinances, remarks the Glens Falls, have disturbing features for others than fire insurance companies.

PRUDENTIAL INSURANCE COMPANY OF AMERICA.

Announcement was made this week by The Prudential Insurance Company of America of the election by the Board of Directors of the Company of John W. Stedman, of New York, as Assistant Treasurer of the Company. He will join The Prudential on October 1.

For the past ten years Mr. Stedman has been associated with Clark, Dodge & Company of 51 Wall Street, New York, in its Bond Department, and the knowledge gleaned by him through this affiliation will be of much value to him in his new work.

THE CREDULOUS MAGAZINE.

About the limit in misrepresentation of the insurance business is seen in a story published in a recent issue in the *Saturday Evening Post*, the denouement of which was a confession that a bank burglary was perpetrated by a professional safe blower employed by a burglary insurance company to stir up business in sections where the premium income was not up to expectations. Politicians and others have before this charged the fire insurance companies with connivance with incendiaries in order to keep up their premium income, but this is the first occasion we have seen a similar argument used to misrepresent the burglary companies. Presumably, the editor who accepted this stuff for publication believed in the probability of the theory upon which the story was constructed. One can only gasp at his credulity.

HAVE A PURPOSE.

Don't, I beg of you, merely insure a man's life for so many dollars. Have a specific purpose for which the money is to be used. A policy for the amount of a mortgage is a mighty interesting proposition. The number of mortgages and the people struggling under them is enormous, and the field is large.

Have you ever thought of suggesting to a man that a life insurance policy, payable at his death, is a fine bequest to his favorite charity—a policy made payable to an educational institution, a hospital, a missionary board? No probate fees are involved, no will contest, no setting aside of a large sum that may be needed later on in the man's life for other purposes. Did you ever think of the men who have had their wills set aside by the courts? A life insurance policy is a will direct. Oh, there are innumerable uses for insurance.

Show your prospect some of the uses to which it may be put, finding first what his needs are. Don't just merely sell him a policy. Insure the man's life for a specific purpose. He will think more of you, and you will become a better and more competent man—a larger and larger money earner—a specialist in the business.—Thos. A. Buckner.

DON'T WASTE YOUR AMMUNITION.

The agent who talks so long and hard that he is studiously avoided by everybody is—or ought to be—obsolete. That type of representative seldom receive introductions from the few people he actually succeeds in insuring (an officer of the Equitable of New York declares). To get the full value of your time you must be able to fit the argument to the case; to know when you have said enough; to impress on each prospect the high value you place on both your time and his time, to show him the necessity for prompt action, and last, but not least, to close each case with a binding receipt.

LIFE UNDERWRITERS' CONVENTION.

The ninth annual convention of the Life Underwriters' Association of Canada, held at Toronto last week, was attended by fully 300 life men from all parts of Canada, and the instructive and inspiring three days' programme, which had been arranged by the executive, was successfully carried through. Extracts from addresses given at the convention appear under separate headings.