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INSURANCE SOCIETY

"Still achieving, still pursuing.
Learn to labour and to wait."

AND FIREMEN'S REVIEW.

Vol. I., No. 4.
OFFICE: 102 St. Francois Xavier St. }

MONTREAL, APRIL 20, 1881.

} SUBSCRIPTION:
\$1.50 PER ANNUM.

The Office of
"INSURANCE SOCIETY"

IS NOW IN THE

EXCHANGE BANK BUILDINGS,

No. 102 St. FRANCOIS XAVIER STREET, MONTREAL.

Cordially encouraging letters daily arrive noting the progress of INSURANCE SOCIETY giving and promising assistance. Some friends enclose the year's subscription as a substantial incentive, others subscribe their names, which, doubtless, are of cash value, though, by-the-way, the application of the proverb "*bis dat qui cito dat.*" will prove comfortable; others, again, bid us good speed, and regret that their present actual support is withheld by prior claims of other journals.

Whilst reading accounts of grand doings, large operations, sharp deeds and worthy retorts, does there never arise a sense of dissatisfaction with your own "limited" territory, and possibly with the "bucolic" temperament of your business associates; probably the "limited" and "bucolic" being not at all true, but made apparently so by the heated imagination, strained with the glowing accounts of "happier climes,"—the said happier climes also not being altogether and absolutely true.

By all and every means keep posted on outside matters, but consider, if one's own sphere of business be not of the first importance, and whether a practical study of the specialities of our own Dominion, will not be of the most practical utility; and, if this thought has ever arisen, "we want news of our own people and their doings, prosperous or otherwise, and we want a means of interchange of ideas in this our own particular field of labor,—to give our own views, to receive those of our neighbors, and to act on such suggestions as may prove feasible and beneficial, we would volunteer our pecuniary support and our literary help to such an institution."

Your own memories will speedily recall such thoughts and resolutions, which, if now remembered and acted on, will cause INSURANCE SOCIETY to grow and to flourish as you, the component parts thereof, may send in your quota of the two-fold assistance necessary to its success.

In continuation of announcements in our February and March issues, we invite essays on concisely written articles on the subject of

FIRE INSURANCE IN CANADA.

1. Why has it not been a source of profit to companies during the last twelve years?
2. What are the most practical reforms necessary to insure better results in the future?

From returns as made to the Dominion Government during the eleven years, 1869 to 1879 the facts appear that

\$32,806,156 was received in premiums, \$27,609,691 was paid in losses, and about \$9,840,000 for expenses, showing a net loss of \$4,643,535 in the operations for eleven years.

Were the returns of Provincial and Mutual Companies (who do not report to the Dominion Government) added, the results would probably be darker,—certainly not much brighter.

And it must be noted that in the above figures there is included no reckless business of wild-cat companies, as the large majority of the business is controlled by the most stable companies in the world, and in the few cases in which smaller companies succumbed to "conflagrations or other fatalities," the policy-holders were not sufferers to any extent, save in delayed payments.

Were the business in Canada taken apart from that in other countries, hardly a company could show a respectable "rest" or "reserve" fund, accumulated from successful underwriting in this Dominion, and it is declared that the country is too small, not enough recuperative energy, no honesty or fair-dealing, and hence, that "no company can ever make money in Canada."—With all due deference to the wisdom of those who express such opinions, we do not accept the statement as conclusive, or the opinions as well grounded. To every disease there must be a cure—and the impartial discussion of this matter, with practical propositions for the amelioration of the methods of doing business, may tend to inaugurate a more healthy state of affairs in Insurance Society in this Dominion of ours.

Once again look at the broad facts: glancing at Fire Companies licensed by Dominion Government alone, (to include all companies would only strengthen the point we wish to make). There are 30 companies who compose the trade or profession of Fire Underwriting in this country. They have put up large sums of money to indemnify those who are willing to trust to their protection against losses by fire—a total of \$90,250,000 in actual paid-up capital and assets, and render themselves liable for \$102,000,000 more, uncalled but subscribed capital, a total \$192,250,000 at risk; this immense sum, be it remembered, is mainly composed of the savings of many thousands of men laid up for their families' support.

With this magnificent stock-in-trade they carry on business, accept premiums, indemnify losers; in 11 years receive about \$33,000,000, and pay out about \$37,500,000, all the time being liable to incur heavier losses, through more sweeping conflagrations than have actually occurred—the total amount of risks in force on Dec 31st 1879, being \$407,357,985.

Meanwhile, the general public are, of course, getting Insurance at less than cost, it would appear—though in reality the community generally suffers far more than the companies—as cheap insurance engenders carelessness, erection of frail buildings, arson and fraud.

The remedy, when found and applied, will help the insuring public as surely as it will the long-suffering companies, and better faith in one another, more prosperous times, and more care in erection and protection of cities and towns, will become the rule, to which we are confident all classes of Insurance society would lend a helping hand.

To forward this result we invite essays on the subject above-mentioned, promising to preserve the "incognito" of the writer if so wished; and should the offered premium be a deterrent to any who would otherwise aid us with their literary ability, it can easily be made an anonymous gift to any pet charity.

The conditions are as follows:—

1. The writer to be a prepaid subscriber to *Insurance Society* for the year 1881.
2. The essay to be written on foolscap paper, one side only, and not of greater length than to fill three columns of this journal: say 20 folios of 100 words each.
3. No personal allusion to be made to companies or individuals, (we want abuses declared and healed, not animosities engendered).
4. The essay to be sent to office of *Insurance Society*, 102 St. Francois Xavier Street, Montreal, before June 30, to be distinguished by a motto, not with writer's name.
5. A letter to be written to Chas. E. Goad, personally (to above address) stating author's name and address with accompanying motto, and suggesting three names as impartial judges of the respective merits of the essayists.
6. Competent judges to be selected by us, with the aid of the above suggested names, and the essay that such judges consider the best, to be inserted in our July issue and to entitle the writer to the premium of \$25.00 now offered.
7. It shall be optional with us to publish a second essay in our August number, to the writer of which an award of \$10 will be made if essay be published.
8. All essays to become the property of *Insurance Society*.
9. Names of successful essayists to be published unless the writer may wish to remain anonymous.

GOOD FAITH.

Ask any insurance man who professes a knowledge of his business beyond the mere tongue powers necessary for canvassing, and he will tell you that the two words "Good Faith" express the fundamental principle of all underwriting contracts.

If a reasonable doubt is cast upon the Good Faith of a party of the Second part, no amount of premium less than 105 per cent., to cover adjustment expenses as well as loss, can be considered adequate. Your moral hazard is a sore destroyer of vacant buildings and unprofitable stocks,—the suppositious mice and matches of a thousand mysterious fires.

All this is truism, even to the boy who copies letters, and fyles away declined applications; but what puzzles the boy is that the application of such ancient and serviceable truth, to the general business of insurance, should be so much neglected or forgotten. A recent visit to the Capital of the Province and conversation with the agents of that city has convinced us that the boy is somewhat justified in his wonderment. Since the breaking through of the General tariff and combination some years ago, various attempts have been made to construct and conform to local tariffs in various places, and Quebec among the number. The greatest latitude was here allowed, there being merely a minimum rate

fixed for first class wholesale and retail stocks and on certain classes of milling property. The lightness of the fetter seems to have been but an incentive to break it, and the tariff is likely (unless active steps are at once taken) to become a thing of the past. No local tariff or combination can be successfully formed without the consent and co-operation of the Head offices, nor can it be strangled by the local agents when once formed, unless the Head offices provide the hemp.

If a company overlooks one case of bad faith in its agent they lose their moral control over the agency. One case of compounded crime serves the unscrupulous agent as a peg on which to hang a hundred other delinquencies. To the company it must be of importance to know whether the agent has kept faith with his fellow agents, even though the matter be one to which the Head office is not committed.

If an agent is guilty of bad faith as between himself and his *confreres*, what guarantee has his company that he will act in better faith towards them in the conduct of his business. The weakest link is the greatest strength of the chain. The basest known act of a man is his highest guaranteed character. The agent whose conscience is so elastic that he feels no strain at the cutting of a rate he has pledged himself to adopt, is hardly a competent judge of the good or bad faith of an insurer whose conscience is of the same spongy nature.

Can the company expect from him the honest vigilance in guarding against fraud, and the delicate susceptibility of distinguishing the cloven-hoofed moral hazard from the acceptable risk, that they may justly look for from the representative who, rather than break his pledged word, allows the profitable commission to pass into a less scrupulous pocket? The word of the Head office is law, and if the agent knows that the principle "Good Faith" rules all the actions of his superiors, he will cut his garment to suit the honest home-spun ordered for his use by them.

SOCIETY NOTES.

Mr. Wynn Ellis has been appointed agent for Brantford for the Norwich Union Fire Insurance Society.

The London Assurance Corporation has declared a dividend for the past half year of 45s per share, which are £25, with £12 10s. paid-up and quoted in the London market £64 @ 66.

It is reported that Mr. Hunter, of the Institute for the Blind, Brantford, whose conduct has of late been the subject of investigation, is about to be appointed Ontario Local Government Inspector of Insurance Companies, in place of Mr. O'Reilly, resigned.

The Imperial Fire Insurance Company of London, England, exhibits, as usual, a good statement in its Annual Report. Over forty thousand pounds sterling were added to the Rest, after paying losses and expenses for the year, which show a profitable and carefully-managed business.

Col. A. R. Bethune, agent in Montreal for the Western and Lancashire Fire Insurance Companies and Phœnix Life, is about to move westward to the building of the old Mechanics' Bank No. 196 St. James Street, where he will have a pleasant central office.

The Sun Mutual Life Insurance Company held its Annual Meeting on the 14th inst., when a very satisfactory report was submitted. The assets, including \$437,500 uncalled capital, are \$911,132.93, being a surplus to policy holders of \$562,227.85, of which

\$124,727.85 is cash, the balance being the uncalled capital. The total income for the year was \$186,853.11, and disbursements \$90,924.96.

In the case of the London Mutual Fire Insurance Co., vs. Richard J. Doyle, an action brought by the managers of the Company, against the secretary and manager of the Grange Mutual Insurance Co., for the publication of an alleged libellous article or letter appearing in the Owen Sound *Advertiser*, the Jury considered that no damages had been sustained, and therefore found a verdict for the defendant.

WINNIPEG has a Water Works Company, and hopes soon to have a system of water works. Tenders for the construction of pumping engines and filtering beds, and laying of three and a-half miles of pipe, have been advertised for, the work to be commenced by the 15th of June next, and completed by the 23rd of May, 1882. The engines must have a power and capacity to deliver at least three jets of water simultaneously, eighty feet, and supply one million gallons per twenty-four hours. There are to be about thirty-five frost-proof hydrants, which the Insurance Companies will note some satisfaction.

CLOSE ADJUSTING.—In the settlement of a recent small loss on a building in Chatham, Ont., the Inspector of the company interested, estimated the damage at \$83.90. The assured being dissatisfied with these figures, engaged the services of a practical builder, who handed in his estimate at \$83.60. The company is satisfied that it has a careful adjuster; the adjuster is satisfied that the builder is a worthy man; the builder will be satisfied when he receives his fee from the assured, and the assured is doubtless now satisfied that it is a good thing to leave well alone.

"I WILL THINK ABOUT IT";

OR,

WORDS FOR WAVERERS.

It is a serious reflection that many men die while they are thinking of Life Assurance. This is all the more sad because in the majority of instances it does not require thinking about. Given a man earning an income only by his personal labours, whether large or small, and having no capital; then, if he have wife and children, dependent on him, that he should assure, as a matter of duty, or as a matter of expediency, is as clear as the sun in the heavens.

It requires no argument: neither thought. Show us any other way, less or more excellent, by which the provision can be made, and we will debate it on the expediency ground. But it cannot be done. There is no other way. Put any alternative scheme to a practical test, and the flaw will be seen. Life Assurance only is a perfect provision the instant it is effected.

Show us the substitute for Life Assurance and we will grant the necessity or desirability of thinking about it: but if you have none to propose, and you are placed as we have described, it is a business not for deliberation but for red hot haste. It is something to be got out of hand forthwith. It is not matter to sleep on. Before the day is done it should be settled. Some have a right to hesitate, but not you. The fate of the families of others may not be hanging upon the slender thread of a single human life.

But why this exceeding haste? say you. Why not tarry and let things take their course? Why? For two reasons. That present health and life have not an hour's absolute certainty in them. And because delay begets delay. Your present procrastination will not end there. The "thief of Time" comes not singly. There will be troops of robbers following on the footsteps of the first, until a whole clan of marauders shall have made booty of the precious moments.

But "thinking about it" is frequently a false, self-deceptive excuse. There is no thought exercised about the matter. It is

not pondered upon, but clean forgotten, thrust out of sight and mind. If it were actually thought about as stated, half an hour's grave reflection would probably quite suffice to induce most to hasten with all despatch to an insurance office to supply their omission, remedy the mistake of procrastination.

What do men contemplating Life Assurance wait for? for a birthday; for health; for marriage; for children. But when there is a promise to think about it, there is an admission of its possible necessity or desirability at once.

It is easy to see that waiting for leisure is a complete fallacy. None is needed. The whole transaction, vast and important as its ultimate consequences may be, can be concluded in an hour! Grant the necessity for assurance, and then the only questions are the form it shall take, the amount, and the Office it shall be effected in.

He who waits for money in order to effect an insurance has reason on his side, for money is a very important factor in a financial transaction where credit is inadmissible. But the intending insurer who thus defers, frequently underrates his resources and overrates the extent of the immediate outlay which will be requisite to carry his intentions into practical effect. A spirited effort to earn somewhat more than hitherto, or a stroke of moral heroism to dispense with something superfluous, will usually provide the means if the mind is willing. While, on the other hand, Insurance Offices have provided various schemes for lightening the burden of premiums on moderate incomes during the earlier years of the contract, when the incidence is heaviest. Quarterly and half-yearly premiums instead of annual payments; half and third credit systems; half premium systems without debt; increasing premium plans. All these arrangements are the outcome of an endeavour to meet the requirements of those who desire the benefits of a policy, but have not the means for heavy immediate payments.

Viewed from a philosophic standpoint, the waiting for next birthday is a ridiculous ground for delaying an insurance. It will not bear any serious investigation. It comes to this: the intending says, I will put off the act, which I admit to be necessary, until the last moment during which I shall be admitted at the existing rate of premium. He proposes not to defer longer than that, because it would entail a larger yearly outlay. But throughout there is the wholly unwarranted assumption that he will live until next birthday, or that he will then be in an insurable condition, events which, however inherently probable, there can be no certainty about.

To say that a person out of health cannot assure is of course not strictly correct. There are persons who come under the category of chronic invalids who are perfectly insurable on special terms. It is a question of price, and that only. It may, or may not be, advisable to wait for an improved physical condition before proposing, but it is not always necessary nor always judicious to delay on that ground.

Instead of waiting for marriage or children, a more thrifty course is to prepare for such circumstances in advance, while the burden falls lightly, and the best terms can be secured.

To him who says, "I will think about it," we say, if there is a real urgent need of Life Assurance, hasten this part of the business. Get the thinking done with finally, quickly. It is time for action; let it be with you, lest it should become impossible,

"SAID AND DONE."

The Insurance Agent and Insurance Review.

It appears to be doubted in some quarters whether nitric acid is capable of igniting vegetable stuffs. Herr Kraut has lately stated that the inflammability of saw-dust, straw, hay, tow, cotton or wood-shavings, by means of nitric acid, may be easily proved by experiments, thus: A rectangular wooden case, about 25 ctm. long, and 40 ctm. high is filled to a height of about 20 ctm., with one of the materials named: on this is placed a glass vessel, holding 25 to 100 ctm. of nitric acid (of at least 1.5 sp. gr.), the rest of the case is then filled with hay, straw or the like; the glass is smashed, so that the liquid may be well distributed; then a wooden lid is placed on the case. In one or two minutes vapours are visible, a little later a thick white smoke appears (due to the decomposed nitric acid), then the smoke of the packed material. If the lid be opened in five or ten from the beginning, the case is filled with carbon in lively glow, and this on entrance of air is inflamed, and often sets the wood of the case on fire. The experiment should be made in the open air.—*English Mechanic.*

UNDERWRITING IN CANADA FOR 1880.

Since the date of our last number, we have received the Government Abstract of Statements of Insurance Companies, from which we extract the following tables, which, though a partial repetition of those published last month, is much fuller, and also includes Inland Marine and Life business. In some cases where the Government Statement was incomplete, through the returns not being made, we have endeavoured to supply the deficiency from figures given us by those interested.

For the Fire Companies the Returns show a very good year, The Inland Marine business was very unprofitable, the losses incurred during the year being, with the exception of those of one Company, greater than the premiums received, while Ocean Marine (of which no complete statement is given), though not so disastrous to some individual Companies, was on the whole quite as unprofitable, and caused the collapse of one Company.

The Life Returns are so incomplete that no correct idea of the state of that branch of Insurance can be formed.

FIRE.

NAMES OF COMPANIES.	Net Cash received for Premiums.	No. of New Policies including Renewals.	Gross Amount of said Policies.	Net Amount at Risk at Date.	Net Amount of Losses Incurred during the Year.	Net Amount Paid for Losses.	Unsettled Claims.	
							Not resisted.	Resisted.
CANADIAN COMPANIES.								
	\$		\$	\$	\$	\$	\$	\$
British America.....	186,895		21,838,796	19,821,958	81,881	81,160	13,046	None.
Canada Fire.....	167,609		16,121,011	12,889,041	112,498	120,719	15,051	500
Citizens.....	87,041	5,732	11,209,600	10,315,124	44,855	55,674	None.	1,750
Dominion.....	70,388		8,607,474	5,058,746	55,305	48,973	11,833	1,000
London Mutual Fire.....	106,602	12,562	12,774,793	36,408,244	66,220	75,098	15,534	200
Quebec.....	62,559		7,025,741	7,718,040	34,130	33,369	4,562	None.
Royal Canadian.....	128,298		16,910,580	14,141,995	52,013	63,473	4,790	None.
Sovereign.....	121,722	10,163	10,582,169	19,667,167	75,679	88,941	2,324	1,190
Western.....	272,758		27,905,571	28,382,858	130,496	138,794	10,098	None.
BRITISH COMPANIES.								
*Commercial Union.....	231,607		21,988,521	20,283,918	85,391	103,516	3,795	50
Guardian.....	62,745	2,773	8,081,396	9,098,027	19,260	23,638	None.	None.
Imperial.....	154,102	7,488	16,100,357	15,624,982	48,462	49,903	3,874	5,000
Lancashire.....	184,145	9,903	18,071,908	15,876,967	77,272	87,434	8,596	3,900
Liverpool and London and Globe	155,880	8,830	19,647,312	23,411,197	48,869	54,703	1,165	None.
London and Lancashire (No Return)								
London Assurance.....	52,454	2,494	7,208,640	6,575,709	14,406	14,406	None.	1,350
North British.....	253,871	15,179	33,960,381	27,851,165	110,820	117,451	1,732	None.
Northern.....	76,419	4,856	8,372,807	8,176,438	42,169	42,169	None.	1,100
Norwich Union.....	20,507	1,254	2,404,090	2,002,575	1,415	1,415	None.	None.
Phœnix of London.....	162,339	6,396	18,351,597	17,840,233	44,261	53,408	610	None.
Queen.....	195,069	9,649	19,717,239	17,961,557	75,241	79,914	3,300	9,300
Royal.....	417,150	22,286	48,240,481	53,544,964	158,512	168,745	4,035	3,170
Scottish Commercial (No Return)								
Scottish Imperial.....	52,336	3,339	6,321,431	6,692,905	20,077	26,239	None.	800
AMERICAN COMPANIES.								
Ætna.....	103,175		12,042,656	7,020,350	46,754	44,229	4,075	None.
Agricultural of Watertown.....	47,290	5,357	4,937,194	11,266,364	31,177	33,527	1,820	2,200
Hartford.....	83,191	5,210	7,522,245	8,144,229	34,153	31,088	6,006	None.
Phenix of Brooklyn.....	7,484		932,671	983,170	596	672	None.	None.

* British Columbia business not included.

INLAND MARINE.

NAMES OF COMPANIES.	Net Cash received for Premiums.	Number of New Policies.	Gross Amount of said Policies.	Net Amount at Risk at date.	Net Amount of Losses Paid.	Unsettled Claims.		Net Amount of Losses incurred during the Year.
						Not Resisted.	Resisted.	
CANADIAN COMPANIES.								
	\$		\$	\$	\$	\$	\$	\$
Anchor Marine.....	18,568	721	1,444,485	51,215	14,045	16,984	None.	28,693
British America.....	24,516		4,167,102	26,900	10,681	15,164	None.	25,135
Merchants' Marine (No return)								
Royal Canadian.....	47,484		4,263,171	71,926	20,728	13,068	None.	30,127
Western.....	22,788		1,876,081	129,800	32,115	11,286	None.	41,439
AMERICAN COMPANIES.								
Phenix of Brooklyn.....	23,580		2,223,880	39,351	30,858	14,607	None.	45,465

LIFE.

NAMES OF COMPANIES.	Premiums for year.	Number of Policies New.	Amount of Policies New.	Number of Policies in force at date.	Net Amount in force at date.	Number of Policies become Claims.	Net Amount of Policies become Claims.	Claims Paid.	Unsettled Claims.		Date of Return.
									Not Registered.	Registered.	
CANADIAN COMPANIES.											
	\$		\$		\$		\$	\$	\$	\$	1880.
Canada	592,499	2,107	3,965,062	12,586	21,547,759	101	192,948	.....	.....	.....	Apl. 30
Citizens'	29,211	107	195,700	692	1,141,440	14	17,308	15,000	5,100	None.	Dec. 31
Ontario Mutual.....	82,326	905	1,557,750	2,638	3,064,884	11	12,133	.....	2,000	None.	Dec. 31
Sun	114,595	573	926,370	2,486	3,897,139	8	24,839	28,549	2,000	None.	Dec. 31
Toronto.....	4,730	68	69,716	210	193,747	2	3,000	1,930	2,000	None	Dec. 31
BRITISH COMPANIES											
Briton Life.....	4,008	13	28,000	66	118,910	.....	.....	.....	.....	.....	Dec. 31
*Briton Medical & General Life Association.....	30,603	.....	.....	431	1,009,005	6	16,303	16,303	800	None.	Dec. 31
Commercial Union.....	20,620	12	38,709	300	674,569	3	5,983	6,754	2,806	None	Dec. 31
Edinburgh.....	22,163	None.	None.	226	567,753	5	8,062	7,543	1,978	None.	Mar. 31
*Life Assoc'n of Scotland ..	95,175	None.	None.	1,674	3,195,191	23	50,312	67,125	28,655	None.	April 5
Liv. & London & Globe.....	10,539	8	18,467	195	281,541	4	6,653	5,679	973	None.	Dec. 31
London Assurance.....	1,082	2	5,840	9	29,370	None	None	1,848	None.	None.	Dec. 31
London & Lancashire Life.	64,551	425	706,900	1,363	2,186,740	7	12,045	10,500	4,545	None.	Dec. 31
North British.....	26,710	26	112,498	335	994,979	12	37,710	35,221	8,464	None.	Nov. 30
Queen	10,001	7	18,460	205	410,603	1	2,433	6,433	None.	None.	Dec. 31
Standard	165,444	502	1,036,986	2,960	6,037,919	30	72,794	71,201	17,297	None.	Nov. 15
AMERICAN COMPANIES.											
Equitable	194,485	676	2,020,600	2,423	5,952,547	26	58,590	62,675	7,500	None	Dec. 31
Metropolitan	27,102	15	33,750	429	951,932	4	7,000	7,000	2,000	None.	Dec. 31
*North Western.....	33,130	None.	None.	618	925,743	6	27,907	27,907	None.	None.	Dec. 31
*United States	1,723	None.	None.	27	44,665	None.	None	None.	None.	None.	Dec. 31

No returns have been received from the following Companies: Confederation, Mutual of Canada, Royal, Star, Aetna, Travelers, Union Mutual, Reliance, Scottish Amicable, Scottish Provident, Scottish Provincial, Connecticut Mutual, National, New York, Phoenix of Hartford.

*These Companies have ceased doing new business in Canada.

SOCIAL INFLUENCE AS A BUSINESS POWER.

This was the subject of the annual address delivered before the Underwriters' Association of the South at Atlanta, Georgia, on 24th March last by Mr. M. Bennett, jun., of Hartford, Conn.

Our space will not permit the insertion of the whole speech, though it well deserves careful reading, re-reading and acting upon by every member of "Insurance Society."

The following "extracts" must not be considered as a synopsis, or even as the best parts of a speech that was all good, and may be read in full in the New York Insurance journals.

"Many years' observation in our particular profession has constantly increased the inspiration of my belief that less mischief emanates from an empty head than an empty stomach—for even an anaconda when filled and fed is harmless. Give me folly in preference to dyspepsia, a whetted appetite rather than a whetted tongue, whist to solitaire, even idiocy to bile, and a carving knife to a drawn dagger. Between Diogenes and his dog, give me the dog. Though in justice to the lantern of this distinguished philosopher, had he struck the insurance fraternity, he would more readily have found the man he was looking for.

* * * * *
A man may sign your constitution, join your association, qualify by his verbal or written pledges, become disgruntled and withdraw.

But he must indeed be a remarkable specimen of God's noblest work if, when he takes you by the hand and looks you in the eye across the festive board, he goes out to cut your rate or abuse your friendship. Who ever knew a war to start at a banquet? Ink is mightier than gunpowder and carries its missile farther, and the pen is more powerful than the sword, but an ink eraser applied to the right spot is greater than either.

* * * * *
Hence we are a firm disciple of the sociality of consociation, in which enmity gives way to friendship, discord yields to amity, alienation to sodality and good friendship, estrangement to fraternization and harmony. These social gatherings remove asperities and heal differences. Disorganization comes from the separation of men, but association is the promoter of union and strength. As a rule prejudices between men are inspired by lack of knowledge of each other, and prejudice begets disunion, for an idea founded upon ignorance is ever the hardest to dispel. Apart we may differ, but when we come together we find our respect for each other increased, friendships are begotten and regard inspired; the sharp corners are rounded off, rough surfaces smoothed down; prejudices give way to esteem, as ignorance yields to light.

I believe from such meetings we always go away wiser, better and broader men, and in a mood for mutual concession, by which alone can our business ever reach its highest and easiest success; for in these mutual yieldings must each member of our association seek and find in the end his own highest average prosperity.

Friendship should not be sacrificed to interest, even from a solely business and selfish standpoint. I do not believe in the should be false and most damnable of proverbs, "There is no friendship in trade." And as everything in nature finds its level, so everything in our profession must find its average, by a law just as inevitable as that which brings the falling apple to the ground. Do we decry our

brother? In similar decrying he proves an industrious and successful rival. Do we steal his risk? He becomes at once the most expert of burglars. Do we break a rule or obligation? He becomes a perfect bull in our china shop, and our tariff and our board go to one grand, eternal, everlasting smash. The most orthodox theology approves the last man who ate the apple, but the first was driven out of paradise for what now seems a slight offence, while the last enjoys a full orchard and occupies a front pew.

In our local organizations, unlike the stone, it is the first, not the last, blow which breaks them. It is the first breach in the fortification which the most weakens and hastens the final ruin of the whole structure. Let us, therefore, in all such breaches of obligation and of faith, make it our pride to be the *omega* rather than the *alpha*—the last rather than the first.

The vicissitudes of our business are too great to make dissensions and discord either safe or expedient, and lenity towards the failings of others is just as important as attachment to their excellencies and the recognition of merit. The success of all associations depends upon mutual sympathy, forbearance and respect, realizing the force of the saying of Bulwer Lytton that whatever the number of a man's friends "there will be times in his life when he has one too few." We should form ourselves into a genuine partnership, based upon a reasonably reciprocal regard for each other's interest. We believe in the yielding of the minority to the majority, making the key-stone of our social arch the greatest good to the greatest number; mutual confidence rather than mutual distrust our chief cornerstone, and the removal of that fear, so often unnecessary, yet continually embarrassing our good intentions, that if we did—our neighbor would not—or, if we did not, he might; endeavoring to steer clear of those breakers among which so many similar crafts have been stranded. To-day the yielding may cost us some advantage, but to-morrow proves our gain. How much more pleasant and ennobling our business becomes to us when in its conduction it is founded not only upon sound business principles, but upon those of friendship, integrity and honor. Indeed there seems to be a fatality through nature's unerring law, of level and reaction against the success of business founded upon any other principle.

Fire, even more than life insurance, is full of complications. Old hazards die out or are extinguished by improvements. But, like at the death of the fly, a score of new ones rush in prompt attendance on the obsequies; and no underwriter can keep track of these, nor without keeping track of them can succeed, unless depending upon the observation of others. Thus we find that the comparing of views, friendly discussion, mingled with interchange of courtesies, is one of the chief promoters of the highest success in our business. Here it is we meet theory and practice united by thorough investigation and research; here also we find that most valuable system peculiar to this and similar associations, the assignment of topics adapted to the experience and careful study of the specialists of our profession, the reading of which at these meetings, with a general discussion and comparison of views, develops ability and is otherwise of inestimable value to all.

At a former meeting of the Northwestern association, which I had the honor to attend, I listened with pleasure and profit to a most able dissertation by Mr. John Wilson, the well-known manager of the Star, of New York, upon the hazard of glucose factories, and with mind impressed and ready for action, came home and at once cancelled a \$2,000 policy on one in that field which proved a total loss. The knowledge was borrowed, but none the less my own, wherein knowledge differs from most other thefts. Did not my company find my visit to that association a profitable investment? On another occasion I saved my company \$6,000, simply from reading a most able article on the then newly developed and not understood "Yaryan process" in linseed oil mills. This \$8,000 was saved entirely by listening to others who had had experience in a specialty where I had none; for while my experience had been as general, probably, as the average, I knew nothing about these particular hazards.

I tell you, gentlemen—I speak from experience and not theory—that the head offices cannot make better investments of the amount expended than to request their specials and field men to attend these meetings. Where do we most often find failure in our business? Not among men who at these occasional gatherings exchange their opinions, experiences and ideas! We find it rather in those underwriting terrapins served up so often about new year's day, stewed by our lynx-eyed insurance commissioners, who shut themselves up in their exclusive shells and run their business upon their own narrow experience only. It is in this sort of offices where we look for and find those remarkable curiosities of insurance practice which render reinsurance companies the main necessities of their existence, and universal bankruptcy and discredit their final and only goal.

It is said of a certain city, seemingly moved by constant internal

bickerings, that twelve men could not be found therein who would agree to go to heaven together; and we have found ourselves among many, even of the brightest lights of our profession, and our most successful managers, great differences of opinion on very many things. Theoretically, gentlemen, we all hold ourselves broad enough to bear philosophically all these differences, but in practice, let another man differ with you 10 cents on one of your risks, and thereby get it, you call it at once a steal, and the sacreligious bandit appears at once enlarged, through your prejudiced optics, to an undercutter and a shyster, and you never wish to see him or his like again. The gulf between you widens, and the chasm of a life-long hostility lies at your feet. If all this for a dime, how mightily are we moved by the full fledged dollar! Verily, with our Hartford poet:

Cut, brothers, cut, but cut with care,
And cut only in the presence of the non-boardaire.

Nothing can be more ridiculous or unjust, yet at the same time easier, than to be angry with a man who is not of your opinion.

We cannot all think alike. What kind of an underwriting Babel would an association become, each member of which looked for a complete realization of his own particular view and hobby?

At the New York rim of our great underwriting wheel a 25 per cent. rebate is swallowed as a sugar-coated and necessary luxury; but at its Boston hub they look upon it as the purest strychnine—a pill in full dress—and the meat of the New York member is the poison of his Bostonian companion. Our Hartford member may believe in the system that will not issue a policy for over one year, but his Philadelphia associate as implicitly believes that the perfect contract should present that perpetuity which only Gabriel's last trump may cancel. Our English brother looks for his raft of safety and only salvation to a floater, while his American rival looks upon it as a mill stone tied about his neck, rather than a life preserver, and as the last straw which breaks the camel's back, to which not even a drowning insurance agent should cling.

Our mutual friend looks upon his system as pure gold, but the stock man sees it only as an "up in a balloon, boys," kind of policy—a bubble blown from the softest of soap—in fact, the emptiest of bladders, deserving merely of pricking.

Not only the ever-varying hazards of our business need the fullest consideration and knowledge, but the local influences and history governing each individual class. An ice-house on the north Hudson is not an ice-house in the State of Maine. A dwelling house at eight cents per annum in New York city is not a dwelling-house in the mining districts of Pennsylvania, where ten times that rate carries an inevitable loss. Without doubt you yourselves find similar peculiarities and differences of local hazards, governing the same class of risks, setting aside all theories, classification books, and even local practices of other sections. It is, therefore, quite axiomatic that the more extensive our knowledge the more superior our capacity for business and the better our chances of success. But no man can succeed from his own actual knowledge. He must depend largely upon the information of others. Hind sight and theory are poor factors in the success of an insurance company.

There are and ever must be varying systems in our business—specialities both of practice and education, which cannot be ignored. The watchword of all organizations should be protection, and they must give mutual protection founded upon mutual concession, making the greatest good of the greatest number their *ultima thule*. Complicated interests must be harmonized. Our zeal should be united with duty, judgment and knowledge, careful ever not to encroach upon the rights of others. We cannot afford to neglect the affinities upon which, for their best good, society and association must be founded.

The larger and the more intimate our acquaintance and association, the more frequent our discussion with those who have looked into the various specialities of our business, who know and understand its different branches and can give us good intelligence and advice, the broader become our views and the greater our success. He that associates with men of judgment acquires judgment, for such association brings with the long, large and broad experience obtained therefrom, self-enlargement and improvement.

There is no underwriter so learned, who cannot profit by hearing the other side, when, with awakened sense and sharpened judgment, he will get nearer the truth.

My friends, without familiarity of intercourse, zeal, judgment and intended fidelity fade into the darkest midnight of obliviousness. It is useless to theorize. Human nature says it, and the mathema-

tics of human nature are as indisputable and as inevitable as the rulings of the gods, or the everlasting pronouncements of science. Knowledge is power, indeed; but compound esteem therewith and we have the very apple of omniscience which brings, not discord into our midst, but the acme and unit of strength. It is logic pure and simple that contraries laid together more evidently appear, and in our friendly discussions error will the less mislead and truth appear more true.

Generous, legitimate and honourable competition is right, and should be the animating spirit of every profession, without which it droops and languishes. Competition is the life of our and every other business, and if we look around us we shall perceive that all the discoveries which have enriched science, the improvements which have embellished life, and the highest success of our own business, can be ascribed to the competition of nation with nation, city with city, and of man with man.

* * * * *

May we in our separation, as our paths diverge, go out filled with a broad national sentiment and determination to make this association a grand consociation, looking to one common interest in the success, prosperity and glory of American underwriting, letting our friendships strengthen and increase as the shadows of the evening, until the sun of life is set.

BRIGADE NOTES.

The sum of \$25 has been voted to the firemen of Hochelaga for the assistance rendered at the Depot fire.

The people of New Glasgow, N. S., are demanding water-works. No doubt the Fire Insurance Companies will back them up in their desire.

WINGHAM is not behind the age in its fire defenses. Water-works, electric fire alarm, and a volunteer fire brigade of fifteen members are its stand-by against the fire fiend.

TORONTO.—The Chief of the Fire Brigade, in his annual report, says that there were 175 fire alarms, of which the brigade worked at 92. He strongly advised the Council to compel owners of large buildings and factories to provide sufficient and proper fire escapes for employees. There are very few escapes provided in buildings of this kind, and the suggestion meets with the hearty endorsement of the working classes.

OTTAWA.—The action of the Ottawa Fire Committee in the matter of tenders is unaccountable. Instead of advertising in the newspapers, as is usual, for tenders for one thousand feet of new hose, the Fire Committee had small hand-bills printed which were not made public. The public would like to know who is interested in keeping the tenders secret from outsiders.

The newspapers of the capital are agitating for the introduction of swinging harness and controlling nozzles for the Fire Department.

KEMPTVILLE.—There seems to be a misunderstanding between the Corporation of Kemptville and Mr. Ronald the steam fire engine builder of Brussels, the latter having sold the former an engine which has not been formally accepted, though purchased by resolution. It is to be hoped that the disagreement will not lead to a lock up of the engine at a moment when its services are most required. The town has a volunteer company of over 40 men, and the authorities are erecting a hose tower in connection with the engine house. It is believed the engine difficulty will soon be arranged satisfactorily.

MONTREAL.—Chief Patton acknowledges with thanks the receipt of a cheque for \$100 towards the Firemen's Fund from Messrs. A. & S. Nordheimer as a mark of appreciation of the services rendered by the brigade at the recent fire in Nordheimer's Hall.

"Fighting the Flames" is the name of a forthcoming book, written by Mr. McRobie, whose long experience as a fireman since 1853, will be related therein. The work will contain accounts of the various large conflagrations that have occurred in the city since that date, concluding with a chapter on the subject of combating large fires. The volume will, no doubt, be one of great interest.

CHATHAM, ONT.—The Inquest on the fire of last month at Holden's Flour Mills, Chatham, threw no further light upon the case. Suspicion may point strongly in a certain direction, but there being no conclusive proof, a verdict of "Incendiary" was returned.

The much needed change in the Chatham Fire Department has at last been effected, and the council are now organising a paid brigade, with Mr. W. White, an experienced fireman, as chief. It is intended to purchase a chemical engine, and also to have telephone communication in various parts of the town instead of the ordinary fire alarms.

COMMUNICATIONS.

All communications to be addressed to the Editor, INSURANCE SOCIETY, and correspondence to bear the name and address of the author, not necessarily for publication, but as a guarantee of good faith.

The publication of a communication does not by any means commit the paper to the sentiments expressed therein; but a fair hearing will be allowed for all sides of any question we may consider of sufficient interest to the Insurance public.

To the Editor of INSURANCE SOCIETY.

DEAR SIR,—I wish to call your attention to the subject of *Bank Agents and Bank Clerks*, acting as Insurance agents, which, as a shareholder and in institutions of both classes, I think wrong, and I am surprised that the directors of our monetary institutions permit it. Two of our principal banks here have seen the error of their ways and discontinued allowing it. It is unwise to permit bank managers to act as insurance agents, because some may be induced to give customers who transact their insurance with them more accommodation than they would otherwise grant. Not less is it so to allow clerks to act, for they are paid by the bank, and should have all their time devoted to the bank's business. Many of them get their books muddled quite enough without attending to anything else, and few of them have sufficient brains to attend to more. Now, to be a good insurance agent, one who reads and studies up his business, requires a considerable amount of brains. I am not speaking of the kind of agent many companies employ in the present day: but intelligent men, not those who have failed at everything, and get hold of an agency for some young company, and think they can "run the machine" for their own benefit. To the regular agent it is discouraging to find that some of his regular customers have to give their business to the bank because they keep their account there, and are afraid that if they do not, it may act to their disadvantage. I know this to be the case in the town I live in, and I have had a pretty long experience. Most agents act for two or more companies, and I know for a fact that they put their best risks into the company that employs them only, and very naturally, too. I have spoken to many agents in various places, and find that they all think and act alike in this matter, and many of them will not even keep their deposit accounts in banks whose employees act as insurance agents. I could point out several cases where bank agents, acting in both capacities, have made advances on bogus warehouse receipts, on the strength of insurance receipts issued by themselves.

I remain yours respectfully,

A SHAREHOLDER.

April, 1878.

Professional Cards.

SMYTHE & DICKSON,
Barristers, Attorneys, Solicitors, &c.,
Ontario Street, Kingston, Ont.
E. H. SMYTHE. E. H. DICKSON.

INSURANCE DECISIONS.

In our last issue, the case of Nicholson vs. Phoenix Insurance Company, should have read, "Phoenix Mutual Insurance Company (of Toronto)."

PROVINCE OF QUEBEC.—COURT OF QUEEN'S BENCH.

MONTREAL, January 26, 1881

DORION, C.J., MONK, RAMSAY, CROSS, BABY, JJ.

FLETCHER (plff. below), Appellant & THE MUTUAL FIRE INSURANCE CO. FOR STANSTEAD & SHERBROOKE COUNTIES (defts. below), Respondents.

Procedure—Motion in arrest of Judgment to be made before Court of Review.

The appeal was from a judgment of the Superior Court, at Sherbrooke, granting a motion for a new trial.

The action was brought for \$800, amount of respondents' policy, and the case being tried before a special jury, the appellant obtained a verdict for \$600.

The respondents then gave notice of three motions, one asking for a new trial, a second in arrest of judgment, and the third for judgment *non obstante veredicto*.

The second of these motions—that in arrest of judgment—was presented to the Superior Court at Sherbrooke, and was granted. It was from this judgment that the present appeal was taken. (The other two motions according to the notice, were to be presented before the Court of Review at Montreal.)

The appellant, among other grounds, contended that the Court, consisting of one judge, could not legally adjudicate upon a motion in arrest of judgment.

The appeal was maintained, and the judgment reversed unanimously. The judgment reads as follows:—

"Considering that under Art. 423, C.C.P., as amended by 34 Vict. ch. 4, sec. 10, and by 35 Vict. ch. 6, sec. 13, and under the provisions of Art. 424, all motions for new trial, for judgment *non obstante veredicto*, and in arrest of judgment, must be made before three Judges of the Superior Court sitting in Review, and that a single Judge sitting in the Superior Court had no jurisdiction to hear and adjudicate on the motion in arrest of judgment made in this cause;

"And considering further that the said motion in arrest of judgment is not based on any of the grounds for which a motion in arrest of judgment can be made;

"And considering that there is error in the judgment rendered by the Superior Court sitting at Sherbrooke on the 20th November, 1878;

"This Court doth reverse the said judgment of the 20th November, 1878, and doth reject the said motion in arrest of judgment, and doth condemn the respondents to pay to the appellant the costs incurred as well on the said motion as on the present appeal, and the Court doth order that the record be remitted to the Court below, in order that such further proceedings may be had as to justice may appertain."

Judgment reversed.

PROVINCE OF ONTARIO.—COURT OF QUEEN'S BENCH.

IN BANCO.—HILARY TERM.

NEILL, ADMINISTRATRIX vs. THE UNION MUTUAL LIFE INSURANCE CO.

Life Policy—Overdue Premium—Payment.

J. N. was insured with the Defendants by a policy dated 8th May, 1877, on which quarterly payments were due on 10th Feb., May, Aug., Nov. in each year. The policy among others contained the following conditions:—"If any premium, &c., shall not be paid when due, the consideration of this contract shall be deemed to have

failed, and the company shall be released from liability; and the only evidence of payment shall be the receipt of the company, signed by the President or Secretary." "If for any reason the premium is received after it has become due, it is upon the express condition that the party is in good health, and of correct, sober and temperate habits, otherwise the policy shall not be put in force, &c." "In case any note, cheque or draft, given towards the payment of any premium, shall not be paid at maturity, this policy lapses in the same manner as upon nonpayment of the premium."

McN., the general agent of the company at Toronto, was in the habit of receiving payment of premiums after they were due, of which the company were aware, and did not disapprove; on the 24th September, 1879, a cheque was given by the assured's firm to McN., with the understanding that it was to be held until there were funds, as he had often done formerly; it was several times presented and dishonored. On the 8th October McN's successor in office notified the assured that if the cheque were not paid at once the receipt would be returned to the company. On the 21st of Oct., in answer to S., the agent's messenger, assured's partner said that there were funds for the cheque at the bank; but as it was nearly three o'clock, S. said he would wait till the morning. That evening the assured was killed, and the cheque was therefore not presented, but was retained by the company. The Plaintiff produced all premium receipts, except that of 10th Aug., 1879.

The Jury found that the Defendant's agent had waived the payment of the premium due 10th Aug. by receiving the cheque, and a verdict was entered for the Plaintiff.

Held, (Cameron, J., dissenting), that though the defendant appeared willing up to the 21st October, to receive payment and keep up the policy, yet there was no waiver of the terms of payment, and no existing agreement or anything binding them to extend the time for payment and remain liable, and that the cheque was not taken in payment.

Per CAMERON, J. The application by the defendant's agent on the 21st October, for payment and the retention of the cheque, was equivalent to accepting a new cheque, which (there being funds therefor) would be payment.

MOFFATT v. THE RELIANCE MUTUAL LIFE ASSURANCE SOCIETY.

Life Policy—Authority of General Agent—Overdue Premium—Promissory Note.

J. M. was insured by a policy under which thirty days grace was allowed for payment of premiums. A lapsed policy might be renewed within a year upon proof of health, payment of arrears and a fine. S. was the resident secretary in Canada of the defendants, with the powers of a general manager. There was a local board of directors in Canada, but S. communicated directly with the board in England, took his instructions from them, and laid before them monthly accounts, from which it could be ascertained whether premiums falling due the preceding month were unpaid, the assured being unable to pay a premium about to fall due, wrote to S., asking him to take a note at three months. S. replied: "I am sorry you require three months' time, but I suppose it must be done, although it is against our rules. I shall have to take the responsibility myself. I enclose your draft for acceptance, which please return early." He also wrote the company were very particular about overdue premiums. From this time S. accommodated the assured by taking notes, to which interest was added. On the 9th Aug., 1879, E., the cashier, of the defendants acknowledging the receipt of his letter with a blank note which had been sent to S., to be filled up for the renewal of a note about to fall due, and saying that S. was absent from town, and that as the two premiums of Nov. '78, and May, '79, were so long overdue, he would have to refer the matter to S., on his return; adding, "until the back premiums are paid, the Society is off the risk."

The death occurred on the 24th October, '79, at which time there were two notes outstanding,—one for the premium due, 30th Nov. '78, date 7th Feb. '79, at 6 months, which was unpaid; and one dated 21st June, '79, at 6 months for the premium which fell due on the 30th May, '79, which was still current. After the death, the amount of these two notes was tendered to the defendants and refused.

The Jury found that the notes were taken by defendant's agent as cash payments; that the taking of them was within his authority, that he had waived payment upon the dates the premiums were due, and a verdict was entered for plaintiff.

Held, (HAGARTY, C.J., dissenting), that the evidence shewed that it was within the authority of the resident secretary to accept notes in payment of premiums, and there was nothing in the evidence which would give notice to assured of any want of such authority, and the verdict ought not to be disturbed.

Per ARMOUR, J. The defendants had become aware of the acceptance of notes, and had ratified it.

PECK V. PHOENIX MUTUAL INSURANCE COMPANY.

The Plaintiff's premises being insured as "occupied by a tenant as a grocery store and dwelling" were relet to his son-in-law, who used them for dealing in furniture; and had a small room behind the shop in which he had a carpenter's bench and tools, and did repairing and rough work. D., the defendant's local agent, was notified of this change, and went on to the premises and saw the tenant at work making a secretary. He wrote to the Head office, at plaintiff's request, notifying them of this; and they answered that if the policy were sent they would consent in writing to it. The policy contained a condition that "any change, material to the risk and within the control or knowledge of the assured, shall void the policy as regards the part affected thereby, unless the change be promptly notified in writing to the company or its local agent, and the company so notified may . . . cancel the policy."

The Jury found for the plaintiff.

Held, that the verdict should not be disturbed, as the jury had fairly found the notification of the change sufficient.

Semble, That the transmission of the policy for endorsement was not essential if the communications were reasonably sufficient.

COMMON PLEAS.

March 11.

PROVINCIAL INSURANCE COMPANY V. CAMERON *Executrix*.

Insurance Company—Stock—Power of Attorney—Calls—Advertisement.

There was also an action against defendant Cameron in her own right, and actions against five other defendants.

The actions were for unpaid calls on stock.

The stock held by the defendant Cameron in both above capacities, was transferred under power of attorney.

Held, that there was sufficient evidence given of the existence of such powers of attorney, and excusing their non-production, to let in secondary evidence thereof: and also that the evidence showed that such shares had not been forfeited.

Under the statutes relating to the company, it appeared that the name of the company had been changed: but *held* under the circumstances that it did not affect the plaintiff's rights.

It was objected that the shares of certain of the shareholders had been illegally forfeited; but *held* that even if illegally forfeited, no harm was done, as they were still liable thereon; but that under the said acts, the directors had power to forfeit.

Held, that under the said acts the directors could make more than one call at the same time, so long as they allowed thirty days after the publication of the notice for the payment of such call.

Held, also, that under the said acts it was not obligatory on the Company to give notice of such call made in one or more of the several newspapers published in every district where stock was held, before suing any of the shareholders who had received such public notice of the call in a newspaper published in his or their district or districts.

Held, also, that a variation in the days of payment in the resolution making the call, and its public notice in the newspaper would render such calls invalid.

Objections were also taken to certain resolutions passed subsequently to the resolutions making the call, which, it was contended, had the effect of severally extinguishing the calls, and giving preference to certain shareholders, but such objections were held untenable.

ROBBINS V. VICTORIA MUTUAL INSURANCE.

Mutual Insurance Co.—Failure to deliver Proof within thirty days. Mistake—Recovery.

Upon a policy issued by a mutual Company, the statutory conditions were endorsed with variations, one of which was (being the same as section 56 of the Mutual Act, R. S. O., ch. 161), that the proofs, declarations, &c., called for by the statutory conditions should be furnished to the company, within thirty days after loss, &c. The loss occurred on the 2nd October, '78, and on the 5th the plaintiff notified the defendants by letter. A few days after, the plaintiff saw one S., agent of the defendants, for obtaining applications, but not for settling claims, but who had acted for plaintiff in settling a previous loss with defendants, and asked him to act for him on this occasion, and do whatever was proper, which S. promised to do. On 17th Oct. the defendant's president came up and saw

plaintiff, who informed him of the loss and all the circumstances relating thereto, and plaintiff was told by him in answer to his enquiry thereto, that nothing further need be done. The plaintiff, in consequence, did nothing, but subsequently, on hearing that the defendants disputed the claim, some correspondence took place, which resulted in plaintiff employing a solicitor, and proofs were thereupon put in, but after the lapse of thirty days.

Held, that sec. 2, of the R. S. O., ch. 162, applies to mutual Companies, and that as the evidence showed that the non-compliance with the conditions as to putting in proof within thirty days was by mistake, &c., the plaintiff was protected, and was therefore entitled to recover.

CHANCERY.

February 26.

Blake, V. C.)

HILL V. MANUFACTURERS AND MERCHANTS' INSURANCE CO.

Mutual Insurance Company—Receiver—Assessment on Premium Notes.

When an application was made to the Court to add the persons who had signed premium notes as parties in the Master's office, and to direct the Master to assess the amounts due upon the notes, and to order payment of the same to the Receiver from time to time, it was shown that the directors had not made any assessments upon the notes, pursuant to R. S. O., cap. 161, sec. 45, et seq.

Held, that as the liability attached only upon such assessment by the Directors, the Court could not add to or alter the liability of the parties who had made the notes by referring it to the Master or a Receiver to do that which the Directors only could do; clause 75 of 36 Vict. cap. 44, which gave power to a Receiver to do this, having been omitted from the statute on revision.

FIRE RECORD.

We have to thank the managers and agents who furnished us with much useful information for our Fire Record; but still we have not heard from many who could have given us particulars that would have filled correctly the many blank spaces in the loss and insurance columns. This month we received communications in reference to the Fire Record from many more than for the previous month, and we sincerely hope that the growing interest displayed may not in any way abate, but continue increasing until our Record is as complete as statistics can be made.

We do not ask any notes of fires where the total loss is under \$100. The amounts we note are the approximate total loss of property caused by fire in each building, and the approximate amount paid by Insurance Companies to compensate the owners of buildings and contents, noting losses on *each building separately*.

Printed forms will be sent monthly to those who will engage to forward us returns by 8th of following month. Our date of issue has been altered to the 20th, to allow more time to compile this Record carefully.

Should you note errors, you will confer a favor by giving us the amended information. The Record is to be of practical use to all fire underwriters, and it is to their interest to *set and keep* us right, each as far as his special knowledge extends.

Please not to say, "This thing is no good unless all the companies and agents unite," as, although perfectly correct in saying so, your assistance will tend to bring along the "all." We hope, with your consistent co-operation, to make this a record for standard reference, and at each year's end to give you the results in such a shape that they may aid your intelligent wish to make the profession of underwriting in Canada a successful calling, in more senses of the word "successful" than it now is.

Fires in Canada during the Month of March, 1881.

EXPLANATION OF ABBREVIATIONS.

S 34, B 104, 243, means—Sheet 34; Block 104; No. 243 on plan. O, Owner; T, Tenant; Ca., Cause of fire. Nos. after name of place are days of month. In Loss and Insurance columns B means Building; C Contents.

PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.		PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.	
	Total Losses.	Losses to Ins. Cos.		Total Losses.	Losses to Ins. Cos.
ONTARIO.					
ARNPRIOR, 3rd, lumber dry house; O and T B. V. Stafford. Lumber, O Theo. Black.	Total. Total.	None. None.	17th, 124 John st. South, dwelling, O Mrs. Crawford; T R. Gallagher; Ca carelessness.	100	100
BARRIE, 18th, dwelling O and T G. R. Sullivan.	{ B\$3000 C 1600	\$1500 1050	27th, Herkimer street, dwelling, O & T T. Conners; Ca defective stove pipe.	200	None.
BELLEVILLE, 11th, S 5, B 9, 60, omnibus bdg., O James Norworthy.	6000	3000	30th, S 5, B 34, McNab street, Burlington Glass Works, O & T M. A. Kerr; Ca accidental.	170	170
T Dominion Government, Customs.	2000	None.	INGERSOLL, 28th, Gustin Block, hotel and store, O James Gustin.	857	857
T No 1 Co. 15th Batt. armoury.	400	None.	T Shaw & Taylor, boots.	500	500
S 5, B 9, 56, omnibus building, O Sheriff Taylor; Ca from adjoining building	2500	800	KINGSTON, 29th, Martin Block, Princess street, O W. Martin.	630	630
T's Thomas, butcher; Windeat, artist; and J. H. Ford, photo.	500	None.	T G. E. Ashley, gents' furnishings; Ca mysterious.	Not estimated	.....
BETHANY, 3rd, carriage shop and dwelling, O R. Fallis.	1068	1068	LOGAN T'p, Co. Leeds, 10th, dwelling, O & T H. Kronschoff.	Total.	Partial.
T Robert Bradburn.	1000	Partial.	LONDON, 11th, Victor Oil Works, oil still; Ca explosion.	1800	800
BOWMANVILLE, 19th, stable, O & T Murdoch Bros.	175	175	LONGWOOD or MELBOURNE, 28th, barn, O J. M. Corneil; T M. Morris.	Total.	300
BRIGHTON, 6th, B 3, 17 (?), hotel, O J. E. Proctor; T J. Empey.	5000	1000	MANILLA, 12th, outbuildings, O & T H. Glendinning.	2000	1200
BROOKLIN, 18th, flour mill, O and T J. B. Bickell.	14000	7500	MARKDALE, 5th, hardware, O & T Haskett Bros.; Ca incendiary.	Slight.	.....
CALEDONIA, 8th, saw and plaster mill, O & T Ball.	Total.	1000	MONO MILLS, 16th, store, O W. MacKinnon; Ca lamp explosion.	1100	700
CAMPBELLFORD, 4th, hotel stables, O & T Kehoe.	Total.	.....	T Lindsay & Blackley, dry goods.	4270	4000
CARLETON PLACE, 17th, dwelling, O & T W. Rodger; Ca defective flue.	400	366	Shoe shop, O & T Lewis Wilson; Ca from above.	600	.....
CLIFTON, 14th, stores, O M. M. Buckley.	1500	1000	NAPANEE, 18th, S 3, B L, No. 1, storehouse and dwelling, O Sir R. J. Cartwright.	1000	500
T H. F. G. Pett, baker.		450	T A. Toomey, wool storehouse.	5600	4800
T A. Sinclair, tailor.	1000	None.	T G. Stevenson, dwelling.	500	None.
T J. E. Moye, barber.		None.	NELSON, 21st outbuildings, O & T John McGregor.	Total.	None.
CLINTON, 11th, S 2, B 7, 26, furniture, O & T T. Stevenson.	B 522 C 1289	500 1289	NEWMARKET, 9th, Lundy's flour mills, O D. Soules.	Total.	.....
S 2, B 7, 27, O W. B. Strathy.	B 1200	670	T Peter Kitto.	Heavy.	1000
" " Dry goods, T G. H. Wright.	C 3686	3686	NISSOURI T'p, Co. of Oxford, 2nd, dwelling, O & T D. Weir.	Total.	None.
S 2, B 7, 28, grocery, O Mrs. J. McGarva.	750	500	OTTAWA, 4th, S 15, B 60, 159 Water street, St. Charles Hospital.	1000	.....
" " T J. McGarva.	622	300	26th, picture shop, O G. T. Nellis.	200	200
S 2, B 7, 50-52, dry g'ds, O & T W. Coats.	2900	2500	T Wilson & Orr; Ca falling stove pipe.	1860	1860
S 2, B 9, 2, town hall, O Corporation.	195	195	PATTERSON, 29th, dwelling.	1200	None.
CONSECON, 9th, general store, O & T J. Byers.	5000	4000	PETERBORO', 22nd, S 3, B 16, 233-226, 4 stores and dwellings, O's Graham, Head and Edmonson.	1500	None.
Grocery, O & T John G. German.	1000	None.	PORT ALBERT, 2nd, Royal Hotel, O & T James & Delong.	4000	2000
T J. A. Johnson, com'n store and P. O.	200	None.	PORT HOPE, 3rd, dwelling, O & T R. Fallis.	300	300
T A. Crouter, tinsmith.	Small.	None.	PORT PERRY, 7th, dwelling, O & T Dr. J. H. Sangster; Ca furnace.	17000	7500
T James Jacques.	1200	750	PROSPECT, 2nd general store and dwelling, O & T Alex. Rathwell.	Total.	800
Tenement dwell'gs, O D. J. Greenshields.	1500	1500	REACH T'p, Co. Ontario, 23rd, barn and contents, O & T R. Champlin.	800	550
" " O John Middleton.	1000	.....	SOUTH PORTAGE ROAD, 29th, saw mill, O & T J. H. Forde.	1000	1000
DEMORESTVILLE, 22nd, barns, O & T S. N. Smith.	1500	Ins.	SCOTT T'p, Co. Ontario, 28th, outbuilding, O & T T Murray.	Total.	500
EASTLAKE, Prince Edward Co., cheese factory, 18th, O & T T. T. Young.	2000	1400	SEAFORTH, 22nd, flax shed, O & T John Beattie.	3100	2700
ELORA, 28th, tin shop, O & T Thomas Martin; Ca incendiary.	1050	1050	SOUTH MONAGHAN, 27th, dwelling, O A. Goodfellow; T Arch. Stewart.	\$800	\$500
Bakery, O & T Murdoch Bros., from above.	120	120	ST. CATHARINES, 28th, barn of Norton House Hotel, O & T Mrs. J. M. Norton.	340	340
GANANOQUE, 17th, dwelling, O & T N. & E. A. Byers; Ca lamp explosion.	355	305	ST. THOMAS, 26th, dwelling, O & T Morris,	300	300
GODERICH, 17th, S 3, B E, Crabb's Block; Ca unknown	Heavy.	2000			
T Cathcart, printer.	Gutted.	400			
T Butler, billiard room.	Heavy.	None.			
20th, S 4, B J, 48, hardware store, O & T J. Strong.	603	603			
27th, dwelling, O & T W. H. Holland.	Heavy.	Fully.			
GRAVENHURST, 29th, saw mill, O & T Tait; Ca machinery oil ignited.	10000	None.			
HAMILTON, 9th, 55 Main st. West, trunk factory, O & T R. Balfour.	140	140			
12th S 3, B 14, 3 West Market st., pork packing, O & T F. W. Fearman; Ca rack fell on stove.	300	250			

PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.		PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.	
	Total Losses.	Losses to Ins. Cos.		Total Losses.	Losses to Ins. Cos.
TORONTO, 25th, S 16, B 66, 155 King street East, drug store, O Foy.	B 104	104	RAWDON, 25th, barn and stables, O & T Thomas Rourke; Ca sparks from gun.	Total.	.....
T T. J. Coombe: Ca mysterious.	C 111	111	SHERBROOKE, 25th, oil store, O British-American Land Co.; T's Lucke & Mitchell and W. W. Beckett.	580	500
28th, S 17, B 74, 22-23, stables, back of 136 Front street East, O T. Meredith; Ca incendiary.	325	325	St. GUILLAUME, 4th, locomotive house, O & T Lake Champlain R. R.; Ca coal oil can exploded.	100	100
T's Terry & Co. and others.	1500	1000	St. JOHNS, dwelling, O & T L. Decelles.	165	165
28th, S 41, B 219, 174 Chestnut st., O A. McCready; Ca incendiary.	600	500	NEW BRUNSWICK.		
28th, private stables, T M. Donovan; Ca tramps.	1500	550	CARLETON, 23rd, dwelling, Guildford st., O & T J. J. Rippey.	500	None.
VERONA, 9th, dwelling, O C. Switzer.	231	151	FREDERICTON, 24th, dw'g, O J Largey, Ca candle.	800	800
WESTMINSTER T.P., Co. Middlesex, 8th, dwelling, O John Nixon.	Total.	Partial.	GREEN HEAD, St. John River, 19th, dwelling, O & T Joseph Armstrong.	2500	1700
WINGHAM, 1st, B 56, Presbyterian Church.	Total.	1000	NASHWAAK RIVER, 10th, shingle mill, O & T Messrs. McBean.	3000	None.
Barn, O & T Gilray.	Total.	.....	SACKVILLE, 14th, dry goods, O W McConnell.	B 800	None.
9th, hotel outbuildings, O McCutcheon; Ca incendiary.	1000	250	T Frank Morice.	C 1200	1000
WOODBIDGE, 1st, barn, O estate Dr. Trozer; T J. Gilroy.	1475	1075	14th, dwelling and barn, O & T McDonald.	1000	None.
WOODBURN, 29th, dwelling and outbuildings, O & T W. Ptolemy; Ca spark from chimney.	2000	2000	15th, dwelling, O & T E Cogswell; Ca defective flue.	100	100
WYVALE, 29th, dwelling, O & T John Rankin; Ca defective stove pipe.	800	None.	SPRING HILL, York Co., 14th, dwelling, O & T George Leek.	600	None.
31st, boarding house, O A. & R. Fleming; Ca lamp explosion.	500	None.	St. JOHN, 26th, S 9, B 106, 88, paper hangings, T Geo. Nixon; Ca defective flue.	140	140
QUEBEC.			St. STEPHEN, 25th, machine shop, O & T Cragie; T McCullough & Tait.	Total.	Partly.
CLARENCEVILLE, 24th, dwelling, O & T Capt. J. A. Hawley; Ca spark from chimney.	2000	.....	STUDHOLM, 4th, barn, O & T Jos. Hernbrook.	1000	.....
COVEY HILL, 18th, dwelling, O & T J. R. Stewart; Ca defective chimney.	1500	450	WOODSTOCK, 9th, S 3, B 8, No. 9, blacks'h shop, O & T R. S. Piper.	600	300
HOCHELAGA, 29th, station buildings, O & T Q., M., O. & O. R.R.	5400	5000	WOODSTOCK PARISH, 18th, dwelling, O & T T. Currie.	400	300
Freight.	500	500	P. E. ISLAND.		
HULL, 9th, tenem'te, Victoria st., O T. Sauvageau.	2000	None.	BEDEQUE, 31st, dwelling, O & T Ed. Clark; Ca incendiary.	Total.	.....
KAMOURASKA, 11th, court house, O Quebec Government; Ca defective chimney.	7667	7667	NOVA SCOTIA.		
LACHUTE, 15th, sugar house, O & T J. McGregor.	Total.	.....	AMHERST, 29th, skating rink.	Total.	1000
MELBOURNE, 17th, hotel, O A. J. Cleveland; Ca lamp explosion.	3500	2800	BADDECK, C. B., 31st, offices, O Alex. Taylor; T's various; Ca incendiary.	Total.	.....
T Vigneault, A. E. Brock.	887	887	Shop and barn, O & T J. P. McLeod; Ca from above.	Total.	.....
MONTREAL, 3rd, S 51, B 383, 375 St. Joseph st., T E. Peroche, fancy goods.	300	300	BEAR RIVER, 15th, dwelling, O & T John Harris.	Total.	300
S 64, B 452 Aylmer st., dwelling, O & T F. Drum.	1055	1055	BLACK ROCK, 15th, dwelling, O & T Wm. Foote.	Total.	.....
4th, S 57, B 165, 65 St. Antoine st., boarding house, T Mrs. R. Rickaby; Ca mysterious.	500	Ins'd.	CAPE CANSO, 25th, general store, ice house and barns, O J. D. Cahoon; Ca incendiary.	3000	1950
21st, S 21, B 150, 654-6 Dorchester st., O estate Masson.	300	.....	T S. Cahoon.	3000	1600
T Miss Clark, fancy g'ds; Ca mysterious.	300	300	FALKLAND BRIDGE, 8th, dwelling, O & T Wm. Clevech.	Total.	None.
T J B Buss, oysters.	Small.	.....	HALIFAX, 5th, S 7, B 111, 13 Upper Water st., Caledonia Hotel, O E. G. C. Stayner; T J. Reyne.	475	475
23rd, S 54, B 102, furniture factory, O & T J. A. I. Craig; Ca lamp explosion.	633	633	19th, dwelling, O & T W. McNaughton; Ca defective chimney.	1200	700
29th, S 67, B 620, St. Mary st., Rubber Co's kiln.	500	Ins'd.	Dwelling, O & T J. Howlett; Ca from above.	1000	500
30th, S 38, B 267, 468, St. Joseph street, grocery, O & T Gareau.	600	600	MELVERN SQUARE, 9th, carriage shop, O & T Geo. S. Shinney.	Total.	None.
QUEBEC, 8th, green-house, O Doag.	1300	315	PORT LORNE, 8th, dwelling, O & T Jas. Elliott.	2000	None.
13th, dwelling, O & T W. Smith.	120	120	SOMERSET, 20th, dwelling, O & T H. B. Hamilton.	Total.	.....
30th, stores, O F. Weipert.	7000	4000			
S 11, B 115, 168 St. John street, T Baylis, fancy goods.	1500	1500			
S 11, B 115, 170 St. John street, T Bolduc, jeweller.	Total.	None.			
T Mrs. Caron, boarding house.	320	320			
S 11, B 115, 172, T Davidson & Horan, dry goods.	500	500			

ERRATA AND OMISSIONS IN FEBRUARY FIRE RECORD.

Notices of emendation inserted here if forwarded in time for next issue.

Omission.—T.P. OF WHITBY, Feb. 7th, dwelling, O & T B. Rouse; Ca defective flue. Loss, \$500; Ins. paid, none.

Correction.—SEAFORTH, 10th, O Markey. Loss, \$912; Ins. paid, \$912.
T Calder. " 200 " 200.

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1878.....	46,859.29.....	177,649.57.....	140,030.84
1879.....	68,557.46.....	183,330.11.....	146,554.18
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