# The Chronicle

#### Banking, Insurance and Jinance ESTABLISHED JANUARY, 1881 ESTABLISHED JANUARY, 1881

Vol. XXXIX. No. 25.

MONTREAL, JUNE 27, 1919

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### THE GENERAL FINANCIAL SITUATION.

Canadian exports in May totalled \$92,258,687, a growth of \$22,256,548 as compared with May. 1918. while imports for May amounting to \$71,-344,816, show a decrease for the month of \$18,-454,167 as compared with May, 1918. The substantial increase in exports is probably accounted for in the fact that in May, 1918, exports of grain and flour were at a low level owing to the fact that foodstuffs falling in this category had been sent overseas in the autumn and early winter on account of Europe's urgent need of food, while flour shipments in May this year were unusually heavy. Despite the declining tendency noted in exports earlier in the year, the figures for the five months of 1919 compare well with those for corresponding period in recent years, the 1919 exports of upwards of \$447,000,000 being approximately \$14,-500,000 over those of 1918, and but some \$57,000,-000 under the record total of 1917.

The rapidly growing habit among the people of Canada of investing in government securities and the activity of the Government in supplying bonds in denominations as low as \$5, the face value of a War Savings Stamp bond, is establishing a financial morale among the people which in time of stress will stabilize the nation and protect the banks. It will also tend to eliminate from society both the gambler and the profiteer, because the subjects which are largely played upon by these two undesirable types of people, are included in the patriotic group now holding government securities.

Wages are extremely high in the country, and many farmers and their families are compelled to do all their own work. It is practically impossible to procure domestic help in the cities. Many people who have never done their own housework or cooked for themselves, are now absolutely without hcuse servants. The wages of those who do work in the homes ranges from twenty to fifty dollars a month, prices which salaried folk are absolutely unable to meet --- a group of people who find themselves almost helpless in the new order of things. The war made labour doubly self-conscious. It warned capital that the old days of its complete control were gone. But the profits of industry during the war were increasing so rapidly that higgling about wages and hours proved risky, and industries which had never before yielded to organized labour surrendered. There was nothing else to do, and wages rose as they had never risen before.

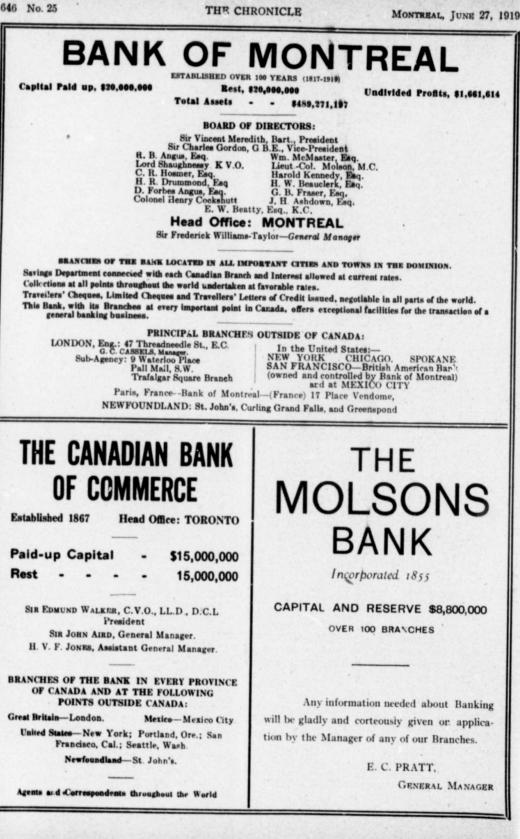
The new budget brought down by Sir Thomas White provides for the wiping out of the 71/2 per cent. war tax on all food commodities. This tax has been a factor in increasing costs ever since its inception, and added to an already high tariff brought about in some instances, almost prohibitive conditions. While this is the case, conditions at the present are such that its withdrawal will in all probability not be felt for some little time to come. Present stocks were purchased while the old tariff was in force, and there is, of course, no decline to be expected at present.

With the signing of the peace treaty the market for foreign exchange will naturally take on a decidedly broader aspect and it would not be surprising if the dealings exceeded those witnessed in a number of years. Under the circumstances, prospective movements will be watched with greater interest than ever before by bankers, speculators and brokers. Just what the probable course of rates is likely to be, however, is uncer-Close observers of the situation believe tain. that the signing of the peace treaty is likely to cause a sharp advance in Exchange, although they point out that the upward movement will only be temporary, as it will take some time before plans are worked out and put in operation for financing our exports through dollar credits.

It would appear that the stock market is now more directly influenced by domestic business conditions and particularly by the situation as to money, than by large questions of European politics. Complete acceptance of the Treaty of Peace by the Germans without further haggling, has been apparent for a good while. Nevertheless, all the symptoms tend to show that the market had already discounted this fact.

The committee appointed to enquire into the high cost of living reported this week, appear to have lost considerable time in the bully-ragging of witnesses, which is neither fair or decorous. Take as an illustration the flour fails, whose profits are variable but large, depending, it is true, largely on the buying astuteness and economy of management, etc. The statements published in the public press by these institutions during the past three or four years, quite openly indicated large profits; and there should be no necessity to make it appear

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#### THE CHRONICLE

No. 25 649

## The Chronicle Banking, Insurance and Finance

ESTABLISHED 1881. PUBLISHED EVERY FRIDAY F. WILSON-SMITH, Proprietor and Managing Editor. Office:

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#### MONTREAL, FRIDAY, JUNE 27th, 1919

#### THE GENERAL FINANCIAL SITUATION. (Continued from Page 645)

that the witnesses were reluctant to disclose this fact. It should not be overlooked that unusually large turnovers in abnormal times reflected largely on the good results.

The employees of the Toronto Railway Company went out on strike on the 22nd instant, because their demands for higher wages were not complied with. That the men are deserving of a wage increase is admitted. The Company are unable to comply with their demands, unless permitted to increase the fares, and this they cannot do under their contract with the city. An anomalous feature of the situation is presented in the fact that although the proprietors of the Railway are receiving no return upon their investment, on the other hand, the City, which has not a dollar in the undertaking, is deriving sums reaching as high as a million dollars a year as its "share," not of the net but of the gross earnings of the Com-Yet the City refuses to permit any inpany. crease in fares, which nearly all traction companies on the Continent have found to be necessary. It appears to be poor civic policy to starve the system now in the hope of making a better bargain two years hence, when the City propose to take over the railway.

Money continues high, and the stock market will probably seek a lower level in the next month or two.

#### TRAFFIC RETURNS

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#### BRITISH LOAN ISSUE.

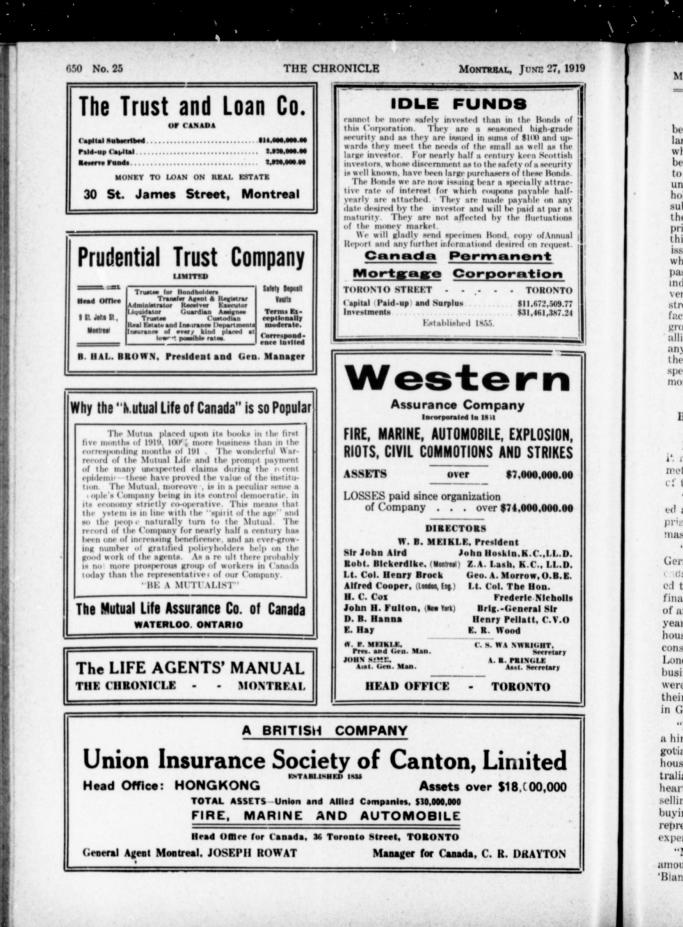
The new loan terms are now officially announced of the British Loan Issue. It takes two forms. The first, called 4 per cent Victory bonds, are issued at 85 and are redeemable at par by annual drawings commencing in September, 1920. The purchase price is payable optionally in instalments extending to January, 1920. Dividends will be paid halfyearly in March and September.

The other form is called the 4 per cent. Funding loan, 1960, 1990. Its price is 80 payable in instalments to January, 1920, and dividends are to be paid in May a...' November. For both loans the Government will set aside half-yearly 2 1-4 per cent of the nominal amount issued, whereof 2 per cent will be for interest and the balance for the sinking fund which will be applied to the drawings of Victory bonds by lot, and in the case of the Funding loan will be applied to purchase for cancellation if the price is under par. If the price is over par the money will be invested to redeem the loan at par in 1990 or any time after May, 1960, on three months' notice.

The amount of both loans is unlimited. The Victory bonds will undoubtedly be popular because of the possibility of a bonus of fifteen per cent in any year through drawings at par. Victory bonds will be accepted as cash at par value in payment of death duties if held for six months preceding death. The funding loan will be similarly accepted but at a value of eighty per cent. Bonds and stock held by non-residents in Great Britain will be exempt from British income tax. The existing loans convertible into the new loans are Treasury bills, 4½ per centwar loan, five and six per cent. Exchequer bonds, and national war bonds, first three series.



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#### CHANGE IN SPECULATIVE SITUATION.

The change in the speculative situation that has been produced during the past two years grows in large measure out of the fact that holders of stocks who have made large gains do not want to sell out, because by so doing they render themselves liable to the heavy excess profits taxes which are in vogue under present law. The tendency, therefore, is to hold on to such stocks, leaving the available supply subject to speculative operations very small, with the result that it is comparatively easy to force prices in the particular issues which are affected in The situation does not apply to those this way. issues which have not had phenomenal advances or which have changed hands frequently during the past two years, but applies more forcibly to those industrials which were bought in by large holders at very low prices and have been kepy by them in their strong boxes ever since. In conjunction with this fact must be considered the further fact that a large group of shares-the railroads and those closely allied to them-are practically off the market in any case because of the peculiar conditions by which they are surrounded. This tends to concentrate speculation, intensify it and make fluctuations much more extreme and much more easy to manipulate.

#### BRITISH URGED TO CHANGE BUSINESS METHODS.

If Great Britain is to extend its colonial trade it must drop old systems and follow American methods, says a writer in the "Trade Supplement" of the "Times." He adds:

"Immediately peace is signed we shall be granted an opportunity for further commercial enterprise, but some of us must lay aside our policy of masterly inactivity in respect to colonial trade.

"If we had always studied, as American and German houses have done, the men who go to the ends of the earth, Germany could not have attained the commercial headway which enabled her to finance her war effort. The following experiences of an Englishman are not uncommon. Some nine years ago he first visited Australia, to advise a house regarding a new department and obtained considerable local experience. On returning to London he advertised, stating he was commencing business in Australia. The answers he received were exclusively from German firms—not from their English houses, but direct from the factories in Germany.

"Being of a patriotic temperament (then rather a hindrance to success in business), he did not negotiate, but made direct approach to British houses who he knew were unrepresented in Australia. The reception given to him was most disheartening, as manufacturers preferred to chance selling their goods to the colonies through English buying houses and did not see the need for local representation. When the question of sharing expenses arose the British houses refused help.

"My friend was assured there was a great amount of good will in being allowed to represent 'Blank, (Limited).' The traveller was to provide all the capital necessary in exploiting the various lines he carried and the remuneration suggested was always negligible. Some of the firms would not make contracts for more than one year from the date of commencing operations. Several asked payment for samples. One sent samples that were not asked for and deducted the cost of same from commission account.

"An office was, however, opened in Melbourne and several of the lines were well received, but the support given to him by his principals when he was 14,000 miles away was very weak and barely paid expenses, so he decided to give America a chance.

"Contrast the two business methods. On calling at the American Consulate he explained what he required. He was shown a file of letters from American houses who asked to be put in touch with agents in Australia. Communication was made with certain firms, who in most instances cabled on receipt of offer. Every mail brought the latest bulletins regarding the goods, with special notes directing the best methods of bringing them before the market. So much was allowed each year towards office expenses and local advertising. The result was very encouraging to both parties.

"Much improvement in publicity will have to be made if we are to expect headway or even keep our old position. Turn over the advertisements in any journal. How many convey the name of the agent who handles the goods in the Colonies ? American magazines are attaining a large circulation in Australia, and manufacturers avail themselves of the opportunity to mention their foreign representative. May I conclude this plea for the man who goes to foreign parts by suggesting that nothing can be lost by having pride in him and advertising the fact that he actually exists? Then British trade will not be handicapped as in the past."

#### AUTOMATIC SPRINKLER PROTECTION.

Mr. Gorham Dana, S. B., Manager of the Underwriters' Bureau of New England, Boston, Massachusetts, has issued a volume on the above subject and it has gone into the second edition. It is based on the lectures delivered by the writer before the Insurance Library Association of Boston, in the Spring of 1913. In his book, the writer has considerably amplified and brought up to date all of the many phases of the subject. There is an appendix giving an alphabetical list of automatic sprinklers.

The aim of the book is to cover the subject in such a way that it may be used as a textbook for those who desire to study sprinkler protection and as a reference book and authority for those who are already graduated. It is the last word on this subject and is well worthy of a place in every fire insurance library.

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#### LONDON & LANCASHIRE LIFE AND GEN-ERAL ASSURANCE ASSOCIATION, LIMITED,

The London & Lancashire Life has had a useful and honourable career during the past 56 years, and its history, especially of recent years, is one of progress and development. Events have marched rapidly with the Association since it was resolved no longer to remain a purely life office in 1910, when powers were obtained to carry on every description of insurance.

The Company is still mainly concerned with life insurance, and the results for 1918 in this department show a very marked improvement in every respect. New policies issued totalled \$4,-780,830, as against \$4,526,548 in the preceding The new premium income was \$283,743 as vear. compared with \$242,246. The total income of the life department after deduction of re-assurances, amounted to \$2,969,222, a growth of \$49,872. The claims by death with bonus additions totalled \$1,-022,824, including \$76,755 directly attributable to the war, and over \$100,000 attributable to influenza and pneumonia. Additional to death claims, Endowment policies with bonus additions matured to an amount of \$705,452. After payment of all outgoings and providing for depreciation in securities, the Life and Annuity Fund was increased from \$19,948,790 to \$20,513,184 --- a substant al growth of \$564,394. The Association has again increased its holdings in British Government securities which now stand at \$5,293,380, an increment of \$978,409.

The combined net premium income of the other departments, including fire, accident and general departments, amounted to \$1,412,170, being an increase of \$473,160, as compared with that of the previous year. Favourable results are recorded from each department.

Total assets have advanced from \$24,668,447 to \$25,486,350, excluding uncalled capital.

In view of the developments and expansion of the business of the Company, it has been decided to increase the authorized capital to \$5,000,000 and to raise the subscribed capital to \$3,000,000, and the paid-up capital to \$600,000.

#### The Company in Canada.

Operating in Canada practically since its inception in 1863, the London & Lancashire Life has become one of the best known British Life offices in the Dominion, as it is also the most important branch operated by the Company in any part of the world. Mr. Alex. Bissett, manager of the Company in Canada, has been in the service of the Company for the long period of 35 years, which embraces his whole business career. In point of service he has, therefore, the distinction of being the oldest active British Life manager in Canada. He is still quite youthful otherwise. Without any effort for undue expansion the Company has made steady and continuous progress. Policies, new and taken up in Canada last year, were \$1,405,731 as compared with \$1,277,458 in 1917. A pleasing

feature in connection with the Canadian business is the new high record attained in net premium income, which in 1918 amounted to \$501,506.

A casualty business is now conducted in Canada through the medium of the Scottish Metropolitan Assurance Company, of which Mr. Bissett is the Manager for Canada and Mr. J. Upton Fletcher is his Casualty Manager. The assets of the London & Lancashire Life have been increased to over \$6,800,000.

#### G. U. PRICE & CO., LIMITED, ENTERS CANADA.

The firm of Messrs. G. U. Price & Co., Limited, Insurance Brokers, have opened offices in the Bank of Toronto Building, Montreal. This Company is associated with Messrs. G. U. Price & Co., Limited, London, England, who have large and valuable connections in Canada.

Messrs. C. E. Hull and W. B. Robertson have been appointed joint directors, the former to manage the Liability and Casualty Department, and the latter the Fire Department.

These gentlemen until recently have been associated with Messrs. Irish & Maulson, Limited, Montreal. Mr. Hull, who is a member of the New York bar, is well-known in Liability circles, and has been in Montreal for about five years. Previous to that time he acted as adjuster in various cities for the Travelers of Hartford. Mr. Robertson has had an extensive training in the Fire Insurance Business in Scotland, and was associated with the London Assurance Company here prior to becoming assistant manager of Mesars. Irish & Maulson. Mr. Robertson is an Associate of The Chartered Insurance Institute, and is wellknown locally, being Secretary of The Montreal Assurance Association.

#### HEALTH INSURANCE RATES

The experience of companies issuing policies covering health insurance has not been generally lavourable, and an effort to induce companies to agree upon some uniform course in connection with the adoption of equitable rates would be quite a sane policy in the interests of the business. Many of the companies are, however, very wide apart on the subject of rates. Many had plans based upon their own experience which they are adopting. Sickness losses were excessive last fall and winter, due to the influenza epidemic. The present method of rating sickness risks—flat rate up to age fifty, with an increase in rate, and flat rate beyond this age, does not seem to us to be the most logical way of rating this risk.

The risk of sickness increases proportionately as the age increases, thus calling for gradation of rates in accordance with the increase in age. This point is further borne out by the fact that the duration of incapacity from sickness also increases with age on account, no doubt, of the diminishing vitality. The statistics of friendly societies which grant sick benefit to their members are in accordance with the above.

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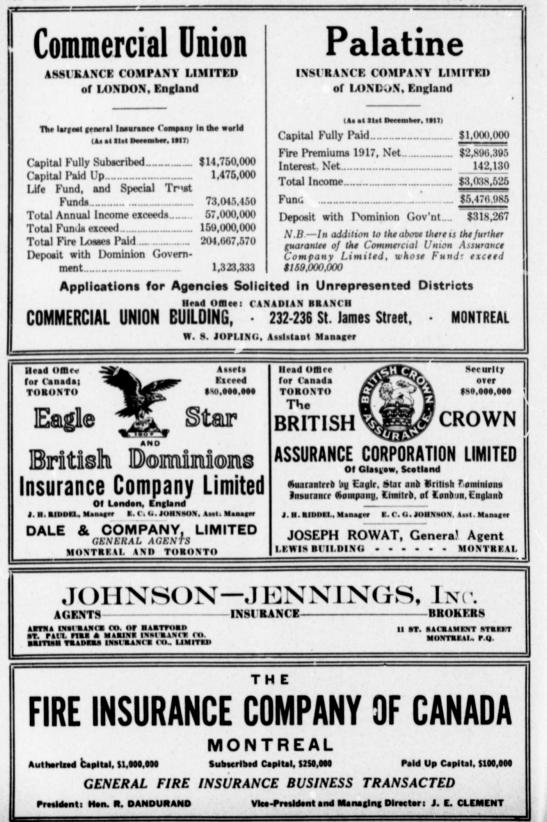
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## London and Lancashire Life and General Assurance Association, Limited

Extracts from the Report of the Directors presented at the Fifty-Sixth Annual Meeting held in London, England, 1919.

#### LIFE BUSINESS

New business during the year 1,834 policies were issued for sums assured amounting 'o \$4,780,830, producing a new annual Premium income of \$208,068, and Single premiums of \$75,675, making a total NEW PREMIUM INCOME of \$283,743. Re-assurances were effected for \$132,750.

The sum of \$3,958 was received for the purchase of Annuities.

LIABILITIES

The TOTAL LIFE PREMIUM INCOME after Deduction of premiums paid for Re-assurances amounted to \$2,147,928 The INCOME from INTEREST and DIVIDENDS on the Life and Annuity Funds was \$817,133 after deduction

of Income Tax. The TOTAL INCOME of the Life Department was \$2,969,222.

The CLAIMS by death with bonus additions, amounted to \$1,022,824 including \$76,755 directly attributable to the War.

ENDOWMENT POLICIES matured during the year, representing Sums Assured of \$705,452 including bonus additions

After payment of all outgoings and providing for depreciation in securities, the LIFE and ANNUITY FUND amounted to \$20,513,184.

## FUNDS OF THE ASSOCIATION

The Total Funds and Assets of the Association, excluding uncalled Capital, amounted at 31st Dec. 1918 to \$25,486,350

#### BALANCE SHEET on 31st December, 1918 (ABRIDGED)

ACCETO

Paid-up. \$ 333,825   Life Assurance and Annuity Fund \$ 333,825   London and Lancashire. \$ 15,983,702   Scottish Metropolitan 4,529,482   \$ 200,512,184 \$ 200,512,184
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#### \$25,486,350

#### ALEX. BISSET,

Manager for Canada

#### W. AENEAS MACKAY,

General Manager



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#### LAPSED POLICY CASE. (Continued from page 657)

"I do not wish to be understood as holding that the receipt of the premium after due date may not under certain circumstances constitute a waiver; but I do hold that in the present case the proof does not justify the application of the doctrine of waiver as applied to insurance policies. I am forced, in consequence, to dismiss the plaintiff's action, with costs."

#### COMPETITION OF CAPITAL AND LABOR.

There has not been entire harmony in the convention of the American Federation of Labor at Atlantic City, and it was hardly to be expected, with delegates from all sections of the country representing a great variety of industries. On the whole the more reasonable and far-seeing representatives have prevailed in actual statement of principles and methods of applying them. One thing has become conspicuous to the onlooker if not to those taking active part in the proceedings. That is the progress that has been made in the acceptance of competition as the effective stimulus to effort for securing the best results for all concerned, if it can be equitably adjusted. The experience of these last three or four years, which has demanded the utmost effort for securing important results on the part both of capital and labor, has been specially effective in causing this progress.

The largest and most beneficial results in all human action come from competitive efforts, if they are intelligently, wisely, and justly directed. The greatest difficulty is in securing these qualifications and having them applied. The degree of difference in human beings, in physical health and vigor, in mental capacity and development, and in moral sense and its application, is practically without limit. The difference is due in various degrees to birth, to early surroundings and opportunities, and to circumstances of experience as life advances. It is this range of inequality and difference that makes the problem of working in harmony for the best results so complex and difficult of solution and practical application. Selfinterest and the selfish spirit of man is the chief spur to active effort, but it is difficult to control and guide with due regard for rights and the higher welfare.

It is inevitable, as a general rule, that those of more limited intelligence and mental capacity become laborers in the various fields of production. For the most part, in times past, they have been employed by the more capable in intellect and In the power to direct their conducts for the best results. It has occasioned the class distinction between employers and workingmen, with the power in the former to determine what is to be done and what shall pe paid for labor. It has worked up from virtual slavery or dependence of workmen, to what has become the conflict between the forces of capital and labor, or of employers and employed, for a more equitable division of the result of their joint efforts. While there has been a tendency in capital to get the utmost from labor at the least cost, and to gather wealth without due regard for personal rights or real justice toward labor, on the other hand labor has tended toward seeking the utmost in wages with the least effort for earning them. The policy, if it may be so called, has been a mistake on either side, and has hindered progress and prosperity.

It is natural that there should be a higher mental ability on the side of capital than that of labor, and one result has been the development and application of the principle of competition in production and the distribution of products, which has added greatly to the volume and value of that produced while reducing the cost. This has been the source of growing wealth and prosperity for individuals, communities and nations. To no small extent labor has benefitted by it, but workmen have felt that they were not receiving their share of the proceeds and have formed organizations to secure it by an exercise of power to stop work or check its activity where it secures profit of employers alone. But there has been quite generally a fundamental error in their organized efforts. They have been opposed to competition of workmen in their different industries, and have pursued a policy which limits production instead of expanding it and increases costs and prices instead of lessening them. It would be far better for them, in their various skilled trades and unskilled occupations, to be in competition by having wages adjusted like prices, according to the value of that paid for. It would give them a keener interest in what they are doing and appreciation that it is to their own advantage as well as that of employers to do their utmost for production in amount and quality.

Looked upon from either side, this has an obvious soundness in principle, but there is difficulty in putting it in practice which is not all on one side. There is a normal element, a principle of justice and fairness, which is not always recognized in trade, and is less so in employment. The employer has been apt to regard labor as an inanimate thing, a factor in production to be bought and paid for to the best advantage, regardless of personal or family considerations. On the other hand labor, while claiming consideration for personality and individual rights, has been apt to demand all it can get while limiting that which is to pe paid for instead of giving it full value. It has sought to avoid competition in the labor forces for inducing the best results to be paid for. There, too, is an absence of the sense of justice and right, as a controlling influence in directing competitive forces. If both capital and labor would give place for a competition in their own forces for the best results, but strive to apply to it on both sides the moral influence of justice and fair dealing for the general benefit, a long step in progress might be made which would be worth more than its cost for all concerned .- New York Journal of Commerce.

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#### ACQUISITION COST A SERIOUS MISNOMER IN WORKMEN'S COMPENSATION INSURANCE.

When the late William Temple Emmet, insurance superintendent of New York, wished the name "acquisition cost" upon that part of the expense of workmen's compensation insurance which comprises the cost of getting the business and a number of other things besides, he little appreciated what the effects of a misnomer would be. Everybody who is at all familiar with the subject of workmen's compensation insurance is accustomed to the statement that "acquisition cost amounts to 171/2 per cent." The average man who pays the premium thinks the broker is getting 171/2 That accounts in part for the per cent of it. growth of the business of the mutuals; the premium payer cannot see how the broker earns 171/2 per cent. of his premium. The broker knows that he receives only 10 per cent., and the special agent knows that he receives only 121/2 per cent., and they both know that their commissions really represent the acquisition cost. The general agent and the branch office manager know that the 71/2 or 5 per cent. additional goes mainly for clerk hire, rents and various other expenses which would be necessary if the applicant for insurance brought his risk to the office and asked the company to write it. Every business man knows that there is a heavy overhead expense in his own business, and in fairness he has to admit that there is in others. If he knew that the real acquisition cost in workmen's compensation insurance is 10 per cent., or at the outside 121/2 per cent., and that the additional 71/2 per cent. or 5 per cent. which is taken out of his premium represents the compensation for services aside from getting the business and the expense which is inseparable from a business, he would feel differently about it, but there stands the expression, with a certain official sanction, "acquisition cost amounts to 171/2 per cent." and he does not go behind the returns .- New York Journal of Commerce.

#### MAY CALL BUREAU TO CONSIDER HEALTH RATES.

The president of one of the prominent casualty companies in the United States has suggested to Chairman D. G. Luckett, of the Bureau of Accident and Health Underwriters to advisability of calling a meeting of the bureau to consider the experience on health insurance and the rates which should be charged for it. The interchange of ideas among the members might be advantageous, but an officer of one leading company says there is no prospect of uniform action. His company, for example, is satisfied with its experience on old business and will not advance rates on renewals unless that experience changes for the worse. Some other companies have already announced advances in rates on renewals.

#### CONFEDERATION LIFE ASSOCIATION.

Mr. Joseph Henderson, Vice-President of the Bank of Toronto, was recently elected Vice-President of the Confederation Life Association to replace the late Mr. W. D. Mathews. The senior vice-president of the Association is Sir E. B. Osler, and the president Mr. J. K. Macdonald. The Montreal branch of this fine old Canadian company, under the management of Mr. A. J. Meiklejohn, has made substantial strides in recent years, and the Company has fully participated in the general prosperity enjoyed by all companies this year.

#### CASUALTY INSURANCE MANAGERS' ASSOCIATION.

The usual monthly meetings of the Casualty Insurance Managers' Association and the Eastern Casualty Underwriters Association were held in Montreal last week, with a representative attendance. The question of a standard form of Employers' Liability policy for the Province of Quebec, employed most of the time, and several important items on the agenda were held over. In discussing the terms and conditions of this form of policy considerable difference of opinion appeared to exist amongst the members present. It appears unfortunate that in the present instance more unanimity of opinion did not prevail affecting as it does the interests of all companies.

#### AUTOMOBILE CLAIMS UNUSUALLY HEAVY

Casualty Companies' claim departments are at present unusually busy with automobile liability claims, and ascribe this condition to the increasing congestion of the public highways. The recent heavy run of claims appears to be from normal causes, with no indication of unusual fake claims.

#### EXPANSION OF INSURANCE AS A RESULT OF THE WAR.

The war has created a demand for classes of insurance which formerly had been written only to a limited extent, and now fire companies are to be found writing large volumes of use and occupancy, explosion, strike and other forms, thus materially broadening their field of operations.

Expansion in various lines resulting from present conditions has impelled many British companies to consider still further enterprise. This appears to have impressed itself especially upon British companies which do a casualty business, many of whom have extended their operations to The policy of these companies is to get Canada. a "broad spread" by writing all classes of business, so that bad experience in one class will be offset by more favourable results in others. These companies bring with them experience which should be valuable to Canadian casualty insurance, as in their home field they are accustomed to adequate rate conservative underwriting and a substantial profit margin.

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#### ACCIDENT POLICY HELD TO BE CONTINU-OUS CONTRACT.

The Appellate Division of the Supreme Court of New York last week decided a case of much importance to accident insurance companies generally. The title of the case was L. Hodgeon, respondent, vs. Preferred Accident Insurance Company, appellant. The judgment of the lower court was reversed and the complaint dismissed. Charles E. Hughes prepared the brief for the company on appeal. The real question involved was whether the renewal of an accident policy constitutes a new contract or simply a continuance of the original one. The court followed a recent decision of the Court of Appeals in holding that the accident policy is a continuing contract. Had these courts held otherwise, companies would have to replace all their old policies with new ones containing the standard provisions, in order to plead policy provisions in defense of suits.

Willard H. Hodgeon was insured under a policy issued about fifteen years ago. The circumstances of his death, which occurred after January 1, 1914, pointed to suicide by poisoning, and the company denied liability. Suit was brought in the Supreme Court and the jury found a verdict for the defendant, but, on presentation of new points by the plaintiff, the jury was reconvened and gave a verdict for the plaintiff for \$6,250. The plaintiff set up that each renewal of the policy constituted a new contract, and that the company could not plead the provision in its policy that it should not be liable in event of death through taking or inhaling of poison, poisonous vapours, eic., as this provision in the original policy was in violation of the standard provisions law which became effective January 1, 1914. This law requires conditions limiting liability to be printed in type of certain size, while the provision in the original policy was printed in smaller type. The company appealed to the Appellate Division, where the verdict in the lower court was reversed and the case remanded for a new trial. On second trial the verdict was against the defendant company, and it appealed again.

#### Baumann Case a Precedent.

Before the second appeal was decided the Court of Appeals, in the case of Baumann vs. Preferred Accident, had decided that an accident policy is a continuing contract. In the Baumann case the question came up on the defense of the company that the assured had made a false warranty in the application. The plaintiff contended that, under the standard provisions law, the statements of the applicant in the applications are representations and that it is a q question of fact for the jury to decide whether misrepresentation was sufficient to influence the company in issuing the pol-The court sustained the contention of the icv. company that the policy, issued prior to the effective date of the standard provisions law, was a continuing contract and was not subject to the standard provisions law. The Appellate Division of the Supreme Court in the Hodgeon case had the

decision of the Court of Appeals in the Baumann case as a precedent.

#### CANADIAN FIRE RECORD.

Forest Fire in Matane County, P.Q.—On the 18th instant forest fires started in the lower part of Matane County. A sawmill owned by J. A. Boulay was destroyed, together with large quantities of lumber.

Fire at Hamilton, Ont.—On the 22nd instant a fire occurred in the Ross Garage, King St. 'Lue interior of the building was destroyed, and a number of autos. damaged. Loss about \$7,500.

**Fire at Toronto.**—On the 20th instant a fire broke out at 83 Richmond Street, entailing a loss of about \$7,500. The Anthes Foundry, at 64 Jefferson Avenue, was struck by lightning and r fire ensuing entailed a loss of about \$1,500.

**Fire at Toronto.**—On the 19th instant a fire broke out on the premises of the High Grade Oil Company, entailing a loss of about \$35,000.

Fire at Montreal.—On the 18th instant a fire destroyed one of the C. P. R. buildings at Hochelaga yards. Loss about \$17,500.

Fire at Quebec. - On the 22nd instant a fire destroyed the large show rooms and stores of the wholesale and retail firm of Terreau & Racine. Insurance as follows :--- Employers, \$15,000; Canada Fire, \$7,500; Nat. Ben Franklin, \$2,500; Dominion, \$2,500; Quebec, \$7,000; Britannica \$6,500; Commercial Union, \$2,000; Phoenix of London, \$5,000; New York Und., \$7,500; Westchester, \$5,-000; British and Canadian, \$2,500; Mount Royal, \$69,500; National of Paris, \$7,500; Royal Exchange, \$5,000; Stanstead and Sherbrooke, \$7,500; St. Hyacinthe, \$10,000; Northwestern & Nat., \$5,-000; North River, \$7,500; United States, \$10,000; Richmond, \$4,500: London Mutual, \$8,000: North America \$15,000; Guardian, \$2,500; Union of London, \$5,000; Springfield, \$2,500; Palatine, \$5,000; Liv. & London & Globe, \$5,000; British Colonial, \$2,509; Firemen's Fund, \$2,500. Total, \$237,500. Loss total.

Fire at Stokes Bay, Ont.—On the 21st instant a fire destroyed the store warehouse and dwelling of McIver Bros. Loss about \$12,000. Stokes Bay is 24 miles north of Wiarton.

Fire at .Quebec.—By the fire which occurred on the 22nd instant on the premises of Joseph Cote, the following companies are interested :---North River, \$10,000; United States, \$20,000; Fidelity Und., \$15,000; Northern, \$3,000; St. Paul, \$7,000; London Mutual, \$11,000; Quebec, \$5,000; Palatine, \$2,000; Aetna, \$5,000; British Dominions, \$5,000; Nat. Ben Franklin, \$5,000; Law Union & Rock, \$5,000. Total \$93,000. Loss 10 per cent.

#### PERSONALS.

Mr. W. R. Houghton, of the London & Lancashire Fire Head Office, has been in Canada for the past two weeks, during which period he has visited several important centres of the Dominion.

No. 25 663

THE CHRONICLE

MONTREAL, JUNE 27, 1919



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#### ALLIANCE OF LONDON ROLL OF HONOR.

At the annual meeting of the Alliance Assurance Company of London, held recently, the following statement was made showing the sacrifices for their Company made by the members of the Company's staff.

"The roll of members of the staff who have lost their lives on service during the war has been swelled since the last issue of the report by the addition of 32 names. The great majority of those serving have now returned to duty, and the directors hope that no further addition to the number lost (105 in all) will have to be made. It is gratifying to report that 42 decorations have been received by members of the staff in recognition of acts of bravery."

This is surely a record that any company should be proud of.

#### **COMPETITION FOR FOOD.**

Some curious statements in the London "Daily News" by a labour member of Parliament on the question of food from this country, have been cabled over. The writer is J. R. Clynes, member for Manchester, and in the last two years of the war the English Food Controller. He speaks of the arrangement for getting food supply from this country while the war was on and having it duly divided among the Allies, with no better profit for the sellers than they got from sales to our own Covernment. Now, it is said, the situation is changed and the inter-allied purchase has ceased, "because of the desire of America to return to a free and uncontrolled market."

Well, why not? Is not a general return to freedom of trade and normal competition to be expected and desired ? It may be a good thing "It for America as a food seller, the writer says. will give joy to the exporter and speculator. But it will be a sad thing for the buyers, especially if after peace is signed hungry buyers in so many parts of Europe are driven to compete with us in the purchase of food and by their competition send up the price which formerly was kept down because we bought in co-operation." The war and its exigencies being past, have not the "hungry buyers" in other parts of Europe a right to compete for a share in the food supply, wherever it comes from ?

Our own people will be in the competition, and the price will be determined by the relation of supply and demand in what we have to dispose of. Must preference be given to the countries with which we were associated in war, while the people of other countries continue to starve until they can feed themselves, which would mean death as well as suffering for thousands? Our people should not take advantage of the situation to exact excessive profits, and there is no evidence that thew seek to do that; but, with competitive demand throughout the world market, it will be the most equitable way for determining prices.

#### THE BEST ADVERTISED BUSINESS IN THE WORLD.

By George T. Dexter, Second Vice-President, Mutual Life of New York.

Could we have stronger proof of the limited effectiveness of advertising of life insurance than we are now receiving?

Life insurance, because of its adoption by the Government, became the daily and continuous theme of paragraphs and articles in thousands of publications, and of thousands of public speakers. Millions of conversational tongues, in soldiers' families and elsewhere, were and are constantly talking about life insurance. In perhaps millions of letters written by soldiers to their relatives and friends, life insurance has been and is being mentioned. And it is discussed in thousands of small circles and groups, when its benefits come to the home folks of men who, abroad or in camp, have made the supreme sacrifice. Here is publicity such as all of the companies combined could not command.

- The second great advertisement for life insurance was the Spanish influenza. Omnipotent Death inspired the copy, and most terribly did he illustrate it. And this advertisement was aided by printedwritten, and oral publicity as extensive and as ntensive as that of the War Risk Insurance.

Long before these two advertisements had reached their maximum circulation, everybody knew the worh of life insurance. Moreover, there was no man but acknowledged that the young and strong . **can** die and without warning.

Now:-Life insurance of unprecedented volume is being issued. But, notwithstanding these two vast and universal advertisements, applicants are not thronging to your offices. Still must you go to them, still must you change "a little later" to "now". Advertising does not produce signatures --for that the agent is needed.

Society and the companies rely upon the agent, and doubtless always will; and therefore, and be cause life insurance is a universal social necessity, the agent should neglect no means that can increase his effectiveness as an instrument for the widest possible distribution of life insurance protection.

#### AUTOMOBILE POLICIES WHICH DO NOT COVER.

According to a man connected with the local office of one of the large casualty offices, a number of New York automobile owners are securing policies to cover their liability for injury to their chauffeurs which do not serve the purpose. Chauffeurs who are operating cars for profit, he says, are clearly under the compensation act, and the owners of the cars need compensation policies, the premium for which in New York is \$15.75; but many brokers are securing for their assured employers' liability policies, at a premium of \$2.50, although the owner is taking liability insurance or, his car as an omnibus-driven automobile, used This underfor pleasure and business purposes. writer holds that if a chauffeur of such a car were injured while he was driving the car for business purposes, the employer would be liable for workmen's compensation and an employers' liability policy would not protect him against this liability.

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## Great American Insurance Company Nem Hark

INCORPORATED - 1872

PAID FOR LOSSES

\$105,437,708.58 STATEMENT JANUARY 1, 1919

CAPITAL AUTHORIZED, SUBSCRIBED AND PAID-UP

## \$5,000,000.00 RESERVE FOR ALL OTHER LIABILITIES 15,231,512.92 10,619,509.09

THE SECURITIES OF THE COMPANY ARE BASED **UPON ACTUAL VALUES ON DECEMBER 31st, 1918** 

United States Government Liberty Loan bonds owned by the Company exceed its entire capital stock of \$5,000,000-a striking indication of true patriotism

#### Home Office, One Liberty Street New York City

Agencies Throughout the United States and Canada ESINHART & EVANS, Agents 39 Sacrament Street 9 Montreal, Quebec

MURPHY, LOVE, HAMILTON & BASCOM, Agents Dominion Bank Building Toronto, Ontario

WILLIAM ROBINS, Superintendent of Agencies Dominion Bank Building, Toronto, Ontario

WANTED

Fire Clerk for Insurance Brokers' Office -one familiar with wordings and endorse-Splendid opportunity for capable ments. young man. Apply stating age, experience and salary expected, to

FIRE CLERK, c o The Chronicle, Montreal.

#### WANTED

General Agency Wanted .-- Montreal firm now writing large insurance business in Fire, Casualty and Marine, is desirous of securing the General Agency of one or two good Companies.

GENERAL AGENCY, c o The Chronicle, Montreal.

#### MONTREAL, JUNE 27, 1919

#### FIRE INSURANCE COMPANY OF CANADA.

THE CHRONICLE

Mr. Blondeau, secretary of the Fire Insurance Company of Canada, has just returned from a trip to Western Ontario, where he visited some of the important agencies of his Company. He reports that the business of the Company is making satisfactory progress in the territory where it is While the policy of the Company is organized. conservative, conditions have been so propitious for the first six months of its operations that a very interesting exhibit of results is anticipated by the end of the year.

#### MANUFACTURERS JOINING INSURANCE FEDERATION.

As the result of a campaign to secure, as members of the Insurance Federation of New York State, individuals and corporations not engaged in the insurance business, the federation has added a number of manufacturing, mercantile and financial corporations to its roll. More than in the past the men at the head of these corporations are recognizing the danger of socialistic schemes, such as compulsory State sickness insurance, and sec in the federation an organization which opposes the State's engaging in any business in competition with its own citizens.

#### BURGLARY INSURANCE.

The wave of crime at present so prevalent continues to attract attention, and casualty underwriters in this branch of insurance experience a larger demand for coverage than ever before, and brokers and agents are meeting with succes: whenever they solicit this line of business. While the loss claims continue to be numerous, on the other hand premium income is expanding.

#### DO NOT "TALK" POLICY LOANS.

Some field men give too much prominence in their talk to the fact that the policy-holder is entitled to borrow on his policy and sometimes leave the impression that it is quite legitimate for him to borrow on his policy for all or any purposes. It is, however, quite in order to borrow for the payment of a premium, or in the case of business insurance to protect business interests. --- E. M. Saunders.

#### WANTED

Young lady wishes position in a Burglary Insurance Office. Previous experience with the Metropolitan Ins. Co., at Head Office in New York City. Can furnish references from that Company. Address :

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c/o The Chronicle. Montreal.

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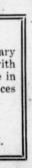
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MONTREAL, JUNE 27, 1919

#### AN ACCIDENT INSURANCE CASE.

In the case of North American Accident Insurance Company vs. Newton, the Supreme Court of Canada was called on to decide an interesting point in reference to employers' liability policies.

It appeared from the evidence in the case that the N. A. Company issued an ordinary indemnity policy to the firm of Nelson & Foster to protect the latter against loss from liability for damages on account of bodily injuries suffered by the employees of Nelson & Foster, with a proviso in the policy that the North American Accident Insurance Company would not be liable except for a loss actually sustained and paid in money by Nelson & Foster in Satisfaction of a judgment recovered against them by the injured employee after trial of the issue.

One Fornell, an employee of Nelson & Foster, was injured while in their employ, and started suit against the firm.

Then, while the suit was going on, Nelson & Foster made an assignment for the benefit of their creditors under the laws of the Province of Manitoba to one Newton.

Fornell succeeded in getting a judgment against Nelson & Foster, but Newton, the assignee, could not pay the judgment in full, as there was not enough to pay the creditors one hundred cents on the dollar, even before Fornell recovered his judgment.

At this stage of the game a man named Brandon appeared on the scene, and, while he was not a creditor of Nelson & Foster, he was, apparently, a friend in need for poor Fornell, as he (Brandon) gave Newton money enough to pay Fornell's judgment.

Newton then brought suit against the Insurance Company under the indemnity policy for the full amount paid to Fornell, but the Company fought the claim on the ground that it was not liable to pay the full amount of Fornell's judgment.

"If Fornell had recovered his judgment against Nelson & Foster and the latter had made no assignment, but had paid Fornell's judgment in full, we would be bound to pay it in full," the Insurance Company argued, "but, when Nelson & Foster made an assignment Fornell would be entitled to no more on the dollar than Nelson & Foster's estate would pay, and that's all that we are bound to pay, namely, the amount of Fornell's dividend . from the insolvent estate. This man Brandon by coming in and making a present to the assignee of the estate sufficient to pay Fornell's claim in full, can't put us in any worse position. If Brandon wants to be charitable and kind-hearted and all that sort of thing, he's perfectly welcome to use his own money as far as he likes-but not ours."

The Supreme Court of Canada, however, decided that the Insurance Company was bound to pay the full amount of the claim on the ground that the liability of the Company became absolute as soon as the Fornell judgment was paid. Judge Anglin, in delivering judgment, held that "under the terms of the policy sued upon actual payment by the assured of a liability of the class insured against imposed upon him by law was not merely a condition precedent to his right of action, but the very thing against loss from which the insurance was effected. In other words, not only would no right of action against the insurer arise until such payment but no actual or absolute liability on its part would exist.

"Nevertheless, when his employee, Fornell, was injured, a contingent right arose in favour of the assured against the insurer and there was a corresponding contingent liability on the part of the latter. Upon payment of whatever liability the law imposed in consequence of the injury sustained by Fornell, ascertained by due process, that contingent right, as well as the correlative contingent liability, would become absolute. This was the situation when the insured, having become insolvent, made an assignment for the benefit of his creditors under the 'Assignments Act'. I am satisfied that the contingent right of the assured against the company thereupon passed to his assignee."

On the point that the amount of Fornell's judgment had been paid by Brandon, the Court disposed of that argument in the following words :---

"Nor is the Insurance Company entitled to inquire, or to base a defence upon, the source from which the money paid by the assignee to Fornell came, any more than he would be entitled to make a like inquiry or to raise such a defence if the payment had been made by the assured himself. It would be intolerable that a person bound to indemnify or reimburse a judgment debtor should escape liability because the latter had borrowed or had received as a gift from some kindly disposed friend either of himself or of the judgment creditor the money required to meet his obligation. The assignee has paid a judgment against the assured-assignor as he was entitled to do in the interest of all his cestuis que trustent-the other creditors as well as the debtor. He is accountable only to them for the money so expended. The source from which it came is their business, but not that of the insurer."

#### SLOUCHY INDIFFERENCE TO BUSINESS.

An agent of a certain insurance company proved to be unsatisfactory and a special agent was sent out to discontinue the agency. In his report to the company he said, among other things: "As another evidence of his slouchy indifference to his business," I find among the accumulated 'debris' on his desk nearly a year gathering of a very good insurance journal in unbroken wrappers, unopened, unread, and perhaps unpaid for." ---Exchange.

