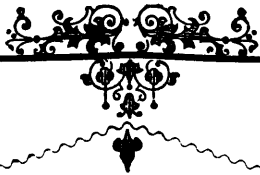


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— ESTABLISHED 1845 —

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**The Second Largest Life Insurance Company in the World,
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Accumulated Funds - - - - -	\$59,283,753
Amount of Assurances in force - - - - -	229,382,586
Cash Revenue last year - - - - -	14,240,475
New Assurances issued last year - - - - -	61,484,550

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The NEW YORK LIFE INSURANCE COMPANY inaugurates a new epoch in life insurance by combining the features of their non-forfeitable with those of their Tontine policies. This Company now issues a policy under which the payment of three years' premiums secures to the policy-holder the benefits of the non-forfeiture features of its ordinary policy, which have proved so popular.


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RESERVE FUNDS	- - - - -	850,000
CAPITAL	- - - - -	4,000,000
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TOTAL SECURITY	- - - - -	\$5,350,000

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o——] The only purely Mutual Life Company in Canada [——o

TOTAL NUMBER OF POLICIES IN FORCE, DEC. 31, 1884, 6,086!

COVERING ASSURANCE TO THE AMOUNT OF \$7,835,900.71

The following shows the steady progress the Ontario Life has made from a very small beginning, in 1870, until it has attained its present respectable dimensions:

YEAR.	ASSETS.	YEAR.	ASSETS.
1870	\$ 6,216	1877	\$110,209
1871	7,830	1878	142,619
1872	12,246	1879	177,897
1873	23,142	1880	227,424
1874	33,721	1881	339,909
1875	53,681	1882	427,429
1876	81,105	1883	533,705

AND FOR 1884, - - - \$652,661.76!

In addition to the rapid growth of its assets there has been from year to year

- A gain in membership,
- A gain in premium receipts,
- A gain in interest receipts,
- A gain in assurance in force,
- A gain in gross income,
- A gain in new business,
- A gain in surplus, and
- A gain in readily convertible cash assets.

The Company's Reserves are based on the Actuaries' "Table of Mortality," and four per cent. interest—the HIGHEST standard adopted by any life company in Canada, and one-half per cent. higher than the standard used by the Dominion Insurance Department.

The rapid growth of the Company may be seen from the fact that in 1870, the first year of its business, the total assets amounted to only \$6,216, while last year they reached the handsome total of \$652,661.76!

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TOTAL ASSETS - - - - \$29,484,019.

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JULY,

1885.

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VOL. V.

No. 7.

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FIRE POLICY CONDITIONS.

Long before the Canadian Fire Underwriters' Association was even thought of there was, we believe, a committee formed from among the offices, whose object was a very praiseworthy one, namely, to draw up a uniform set of conditions for Fire Policies which should not only be acceptable to the insurance companies but also to the Ontario Government, which latter had—in the plenitude of its wisdom—already seen fit to formulate certain conditions to be binding upon the offices transacting business in the Province of Ontario, unless and except a judge should deem an addition to or alteration of such conditions fair and reasonable, said addition or alteration to be printed in a different colored ink to that of the statutory conditions, in order to catch the attention of the insured.

With those statutory conditions as a whole even insurance managers had little fault to find, but the objection taken by the companies was that a Fire Policy is a contract, and that so long as said contract is not at variance with common law its conditions are a matter of private arrangement between the parties entering into such contract. On the other hand the Ontario Government felt that many of the existing policy conditions were ambiguous and capable of double interpretation, and resolved that a set of conditions should be enacted about which there should be no mistake whatever. That this end has not been accomplished is evident from the case of *Maclaren vs. Commercial Union Assurance Company* reported in our January issue, where the Court took an exactly opposite view of the fifth statutory condition (relating to the rateable contribution towards damage by removal) to what any insurance underwriter would do. In this instance the judge's ideas of the term rateable contributions were decidedly hazv; indeed we

may go so far as to say he ignored that part of the condition altogether, but though this may have excited much virtuous indignation among the insurance companies the latter would do well to remember the old adage that "those who live in glass houses should never throw stones," and for one condition waived or set at nought by a judge how many, we would ask, do the companies themselves continually violate, paying losses in direct contradiction to the conditions printed on their policies?

We often hear the argument used by the companies that the insured is not legally nor equitably entitled to his claim under the policy, but as an act of grace and on account of certain reasons such claim is allowed. The said reasons are various but, "boiled down," (if we may be allowed the expression) they consist of the following:

- (1.) That it is inadvisable to dispute the loss for fear of bringing the company into bad repute with the public.
- (2.) That the insured is one whose connection the company does not desire to lose.
- (3.) That if loss were disputed agents of other companies would immediately state that their offices would have paid at once.
- (4.) That another company on the risk has agreed to pay and we cannot afford to have invidious comparisons drawn.
- (5.) That the amount is too small to make it worth while disputing.
- (6.) That in law the insurance company almost invariably has the worst of it.

These reasons appear to us to be so many weak-kneed subterfuges (unless we except the last), and we have frequently been reminded of Sheridan's play "Rivals" when the insured has put in his claim against the Company, which celebrated play may be altered and adapted as follows:—

The company (as Bob Acres) addressing Sir Lucius O'Trigger (the claimant) valiantly: "Sir, you have vitiated your policy by the introduction of an extra hazard not mentioned in the terms of said policy nor of which had I any notice, neither did I grant any permission for same, consequently your claim is null and void."

Sir Lucius (haughtily): Well, Sir, and if I choose to press my claim."

Bob Acres (aside): "I feel all my courage oozing out at my fingers' ends," (aloud and meekly), "Oh, in that case, sir, however much I may differ from you here is my cheque."

Sir Lucius (smiling), "Sir, an affront, handsomely acknowledged, becomes an obligation." Tableau.

Now, in all seriousness (and many a true word is spoken in jest), may we not enquire what is the use of wasting time and money in drawing up a set of uniform conditions if the foregoing six reasons are to intervene, and prevent those conditions being adhered to? Surely it is only making "confusion worse confounded" to have conditions printed in a contract across which are written *in invisible ink* the aforesaid reasons rendering such conditions of no effects. It would be far more honest to have those six reasons tacked on to the conditions or, better still, to have only the conditions that voluntary fraud or arson on the part of the insured alone shall render the policy void.

We do not say that all our companies act as the supposed "Bob Acres" is represented to have done, but so long as there are one or two so weak it seems to us a preposterous farce to frame any set of conditions which shall be "more honored in the breach than the observance."

THE MORTGAGEE CLAUSE.

Some time since the subject of the mortgage clause was discussed in the columns of INSURANCE SOCIETY, and the defects in the current form were pointed out and emphasized. Since that time we note that the branch of fire underwriters in the States known as the "Western Union" have adopted a new clause in which some of the old objectionable features have been removed by the substitution of more equitable stipulations as between the parties.

This clause, in itself, and between the mortgagee and the insurers alone—the mortgagor having no interest therein, though it is usually made a part of his policy covering the mortgaged property—is, in its way, well enough, though by its terms heretofore *all* of the saving clauses of the policy were obliterated in favor of the mortgagee, who still stood insured despite of any act of the actually insured, even to setting fire to the premises covered by the policy or any omission or commission by which, *as to himself*, the instrument became void and of no effect,—then, and until then only, does this clause by its terms, come into operation, transforming the policy from an ordinary policy covering the premises in favor of the owner, or mortgagor, to a mortgagee policy covering the interest of the party named therein as mortgagee in the premises, as security for his advances to the owner, all of which, as we said before, is well enough in its way, provided only that the equities between this favored mortgagee and the insurers were preserved in the same manner and to the same extent, as when the policy was valid, as to the owner himself. But, as we all know, such was not the case under the customary form of the clause; and to the more conservative underwriter the gratuitous immunity furnished to the mortgagee without any pecuniary remuneration for the additional risk assumed was a very serious objection to the adoption of the clause, but, as a rule, insurance being a "game of chance" the companies took the chances rather than lose the risk. This new form of the clause is an improvement in many respects, and removes some of the objections justly urged against the old or more common form. We here give this form for the benefit of our readers, and urge its adoption in lieu of the one now in use, as follows:

Loss, if any, payable to.....

Mortgagee or Trustee, as hereinafter provided:

(1) IT BEING HEREBY UNDERSTOOD AND AGREED, that this insurance, as to the interest of the Mortgagee or Trustee, only therein, shall not be invalidated by any act or neglect of the Mortgagor or owner of the property insured, nor by the occupation of the premises for purposes more hazardous than are permitted by the terms of this policy. (2) PROVIDED, That in case the Mortgagor or owner neglects or refuses to pay any premium due under this Policy, then, on demand, the Mortgagee or Trustee shall pay the same, (3) PROVIDED, ALSO, That the Mortgagee or Trustee shall notify this Company of any change of ownership or increase of hazard which shall come to his, or their knowledge, and shall have permission for such change of ownership or increase of hazard duly indorsed on this Policy. (4) AND PROVIDED FURTHER, That every increase of hazard not permitted by the Policy to the Mortgagor or owner, shall be paid for by the Mortgagee or Trustee on reasonable demand, and after demand made by this Company upon, and refusal by the Mortgagor or owner to pay, according to the established schedule of rates. (5) It is, however, understood that this Company reserves the right to cancel this Policy, as stipulated in the printed conditions in said Policy; and also, to cancel this agreement on giving ten days' notice of their intention to the Trustee or Mortgagee named therein, and from and after the expiration of the said ten days this agreement shall be null and void. (6) *It is further Agreed, That in case of any other insurance upon the property hereby insured, then this Company shall not be liable under this Policy for a greater portion of any loss sustained than the sum hereby insured bears to the whole amount of insurance on said property, issued to or held by any party or parties having an insurable interest therein.* IT IS ALSO AGREED, That whenever this Company shall pay the Mortgagee or Trustee any sum for loss under this Policy, and shall claim that, as to the Mortgagor or owner, no liability therefor exists, it shall at once, and to the extent of such payment, be legally subrogated to all the rights of the party to whom such payments shall be made, under any and all securities held by such party for the payment of said debt. But such subrogation shall be in subordination to the claim of said party for the balance of the debt so secured. Or said Company may, at its option, pay the said Mortgagee or Trustee the whole debt so secured, with all the interest which may have accrued thereon to the date of such payment, and shall thereupon receive from the party to whom such payment shall be made an assignment and transfer of said debt, with all securities held by said parties for the payment thereof.

We discuss this form by sections, as numbered by us for this purpose, viz:

1. This is the same as in the old form, and is a sweeping remission of the saving clauses of the policy, modified, in this form; somewhat by further provisions in the interest of the insurers.
2. The first provision obligates the mortgagee to pay any premium unpaid by the insured.
3. This is a proper provision, but has two serious objections: 1st, The mortgagee is to give notice of any "material change," &c., that "may come to his knowledge." An easy loop-hole for him to escape, if possible, by asserting that he had no knowledge of any change. He is *now* "the assured" instead of the owner, and, if the insured does not know whether any changes are made in the premises that would effect the policy, who should? Why should the first insured be held strictly responsible and the second be permitted to play fast and loose at his option. The second objection is that the mortgagee *shall have permission* indorsed on the policy, however material and objectionable such "change" may be!
4. This, in the first part of the provision simply requires that the mortgagee shall pay extra premium for any increase

of hazard, where the insured fails to do so, which is one step forward in the way of improvement.

5. This is a vital improvement, but is indefinite, as it does not say that this right shall inure before or after the policy has fallen into the hands of the mortgagee. As to right to cancel at any time prior to the interest of the owner of the premises ceasing, there can be no question as the policy was his, and such cancellation by either party was provided for by a special stipulation. The provision as to the right to cancel the clause itself is a sound and healthy one, in the interest of the insurers.

6. This is a very important provision, and compels contribution in the event of loss, from *all* other insurances upon the premises covered, whether direct or on some insurable interest connected with the premises, which would otherwise not be held as other contributing insurance." This was brought out by a very doubtful decision of the Commission of Appeals of the State of New York, which held that "other insurance" by the mortgagor, whose interest in the policy had not yet ceased, could not be held to contribute with another policy to which this old clause was attached, to the injury of the mortgagee.

The remainder of the clause is the subrogation clause simply, ordinarily found in such stipulations. It is a repetition of a provision of the common law, which provides for subrogation to the rights of mortgagees and others on the payment, as in this case, of losses under a policy where only the mortgagee's interest was insured and the mortgagor had not paid the premium himself, directly or indirectly, by having the amount charged upon the debt secured by the mortgage.

It is an axiom of law in such cases that if the mortgagor pays the premium of any insurance upon his property, *either directly or indirectly*, the insurance money paid for loss of the premises by fire will inure to his benefit, and, *pro tanto*, cancel the mortgage. Hence, in such cases, the mortgagee has no interest in the premises to which the insurers can be subrogated. Hence, further, this clause cannot always be enforced, even although the insured may have forfeited all rights under the policy as to the insurers; yet as to the mortgagee his right to any money collected under the insurance may be valid and collectable.

PROFESSOR J. B. CHERRIMAN.

It is our unpleasant duty in this issue to say good-bye to our old friend, Professor Cherriman, the Superintendent of Insurance, who sails for Europe by the SS. Parisian on Saturday next, 25th inst. We call him our old friend, and he is well entitled to the name, for he has been Superintendent of Insurance during the greater part of the lifetime of most of our Canadian companies, and, as we have shown more fully in a previous article, he has so acted as to win the esteem and confidence of all. It is with feelings of very deep regret that we bid him adieu; and we are not only expressing the feelings of ourselves but of all the companies when we wish him a very pleasant journey to England and hope that much joy and happiness await him in the long life which we trust is yet in store for him.

It is a great pleasure to us to state that a handsome testimonial, signed by all the leading companies, is to be presented to him before his departure. In our next issue we shall give its full text as well as the signatures.

MUTUAL RESERVE FUND LIFE ASSOCIATION OF NEW YORK.

We publish elsewhere the more important parts of the Report of the Official Examination of this Association by the Insurance Department of the State of New York. The investigation has just been completed, and we feel sure our readers will be glad to know what a competent and impartial authority has to say after having had free access to its books and papers. It will be noticed that while the examiners do not state that they doubt the bona-fide intentions of the managers, they have revealed a number of facts in connection with their management which afford rather curious reading when placed beside the Association's leaflets and circulars.

"Up to about six months ago (*i. e.*, till January of this year) the books and accounts were kept in a very irregular and unsystematic manner," so say the examiners. How does this compare with the statements of their auditors, and especially of their ex-auditor, Mr. Baldwin, president of the Fourth National Bank? He certified in the strongest possible way to the careful and satisfactory manner in which the books were kept. And now the Official Examiners call the book-keeping 'irregular,' 'unsystematic,' and 'very loose.' What is to be thought of this Mr. Baldwin after that? We have never heard of him in any other connection than this, but it is hardly reasonable to expect that as president he will be more careful or methodical than as auditor.

"All moneys belonging to the Reserve Fund are deposited with a Trust Company, and are beyond the control of the managers," so say the circulars, but what say the Examiners? "This prescription has been recently disregarded by the deposit with a national bank of nearly \$60,000 of moneys belonging to the Reserve Fund. If this deposit with a national bank be legal, it would be equally so if deposited in any other bank or place. If it is the intention to make the Central Trust Company of New York the sole trustee of the Reserve Fund, it will be necessary, in order to carry such intention into effect, that the present deed of trust be amended, as it does not now provide that all moneys belonging to the Reserve Fund shall be deposited with said Trust Company." Where is the security against fraud and embezzlement which has been spoken of so much in the circulars? Two questions suggest themselves to us in this connection: First, since the trust deed does not provide that all moneys belonging to the Reserve Fund must be deposited with the Central Trust Co. how could the officers be acting honestly or in good faith in making such statements as they made in their circulars and advertisements? Second, Was the deposit made with Mr. Baldwin's bank?

"Each applicant is required to pass a medical examination, subject to the approval of the medical director at the home office." So say the circulars again, but the Examiners tell us that 106 members were admitted from the Lawyers' Mutual Aid Association of New York who had never passed

an examination for *either* society. Moreover, 1430 members were admitted from the Mutual Endowment Association of Baltimore, "without the usual medical examination," relying on the examinations made when such members were received into the Baltimore Association." The Examiners add: "These re-insurances, without proper medical examinations, were mistakes that have proved very expensive." The healthy members who have passed a good examination have been and will be paying the claims of those who passed none. The special report of Dr. John White, which we have not space to reproduce, also gives instances showing the very loose manner in which applicants have been admitted in the past, even when they underwent a medical examination.

"Each member only pays a fixed annual charge for expenses of \$2 for each \$1,000 insurance" so say the circulars. The investigation by the Insurance Department has shown this to be an absolute unmitigated falsehood. The representatives of the Mutual Reserve Fund have been constantly harping on the alleged expensiveness of the old line system of insurance, and extolling the merits and economy of their plan, by which a person "knows just what he pays, and gets what he pays for." Now, although it has long been known that the officers of the Mutual Reserve Fund had been in the habit of applying part of the assessments made by them for death losses to the payment of the expenses of the Association, it was not before known in such a positive official way as to admit of no contradiction. The large sum of \$78,657.12 has been diverted from the death fund to the payment of "expenses of collection, salaries, taxes, and legal and other expenses." The Examiners also add, "There is nothing to prevent a very large proportion of such funds being diverted to this purpose." Where, now, is the economy, or simplicity of management so often boasted of? When the truth is found out, it is seen that, instead of being limited and exact, the amount paid by each certificate-holder for expenses is unlimited, and of the exact amount he knows nothing.

A very significant point in connection with the way in which the affairs of the association are conducted is that, apparently, nearly all the more active directors have very remunerative contracts as agents. We have no doubt but that the greater part at any rate of the \$78,000 drawn from the death fund went into the pockets of directors. This is the strongest evidence of the motives which caused the organization of this mutual benefit society.

The Co-operative Insurance Bill, now passed through our Dominion Parliament, provides that no association to be licensed under its provisions shall use any portion of its death assessments for expenses. The question now is whether the Mutual Reserve Fund will abandon its present mode of doing business or will stay out of Canada.

MUTUAL RESERVE FUND LIFE ASSOCIATION.

GENERAL EXAMINERS' REPORT.

NEW YORK, June 26, 1885.

To the Hon. JOHN A. McCALL, Jr., *Superintendent of the Insurance Department, Albany, N. Y.*

SIR:—In compliance with the instructions contained in appointment No. 485, dated August 26, 1884, the under-

signed have made an examination of the condition and affairs of the MUTUAL RESERVE FUND LIFE ASSOCIATION, at No. 55 Liberty street, New York city, and respectfully submit the following report:

EXAMINATION OF ACCOUNTS.

The examination was commenced by counting the cash and securities on hand and on deposit. The assessment registers were then carefully footed for the purpose of ascertaining the amount of money paid in by members for death assessments. All moneys are received by the cashier, and his books were also carefully footed, and his disbursements compared with vouchers. The total amount collected for death assessments from the commencement of business on February 9, 1881, to May 31, 1885, inclusive, was \$1,408,337.47, the whole of which is accounted for, with the exception of \$822.01. This sum was undoubtedly taken by a clerk formerly employed by the association as an assistant to the cashier.

Up to about six months ago, the books and accounts were kept in a very irregular and unsystematic manner. The officers, however, have shown every disposition to improve the system by introducing such checks upon those handling the funds of the association as suggested themselves from time to time.

Since the first of January last, the books have been kept in better order, and, with a few improvements which have been suggested, and which the officers have taken measures to put in force, it will be an easy matter hereafter to verify the receipts and disbursements.

The system of payments and retention of vouchers has also been very loose, but the officers say that they will hereafter insist on having itemized and receipted bills for all disbursements, and filed in regular order. The trouble has been that the methods of book-keeping above referred to were those adopted when the Association was in its infancy, and its growth was so rapid that those methods proved insufficient. We found the officers not only willing, but anxious, to adopt any measure affording a better protection of the funds and a satisfactory auditing of the accounts.

THE DEATH FUND.

Schedule "A," annexed hereto, shows the condition of the Death Fund on June 1, 1885. This fund is composed of seventy-five per cent of the net receipts from death assessments, together with the interest accumulations from the Reserve Fund. In the assets of said fund there is included the amount collectible on assessment No. 20, and also the amount which the Association is authorized by law to assess upon the members for unpaid death losses, not including the additional amount for the Reserve Fund. In the liabilities there is included the amount necessary to pay all certificates on which losses have been reported to the Association. The officers state that many of these losses are not valid claims against the Association, by reason of fraud or lapse of policy, and the registers show that of the certificates on which losses have been reported, at least \$53,500 appear to have lapsed before the death of the insured. There is also included in the liabilities the proportion of assessment No. 20 which will go to the Reserve Fund. The assets are \$558,402.19, and the liabilities are \$520,375, the surplus being the amount estimated to be realized on assessment No. 20 in excess of the amount required to pay the claims for which said assessment was made.

THE RESERVE FUND.

Schedule "B," annexed hereto, is a statement showing the condition of the Reserve Fund on June 1, 1885. The total amount of net receipts from death assessments up to June 1, 1885, was \$1,407,515.46, of which \$351,825.97 has been transferred to the Reserve Fund, the remainder having been applied to the payment of death losses. From this

it is evident that the requirement of the constitution, that twenty-five per cent of the net receipts from assessments shall be carried to the Reserve Fund, has been faithfully complied with.

Section 2 of article 10 of the Constitution prescribes that the Reserve Fund "shall be deposited with a trust company, or companies, or departments constituted by governmental or legal authority." This prescription has been recently disregarded by the deposit with a national bank of nearly \$60,000 of moneys belonging to the Reserve Fund. Out of this deposit there was drawn \$51,375 for the purchase of \$50,000 United States bonds, for deposit in Canada. If this deposit with a national bank be legal, it would be equally so if deposited in any other bank or place.

The circulars and advertisements of the Association convey the impression that the Central Trust Company of New York is the sole trustee of the Reserve Fund. If it is the intention of the Association to make the Central Trust Company the sole trustee of the Reserve Fund, it will be necessary, in order to carry such intention into effect, that the present deed of trust be amended, as it does not now provide that all moneys belonging to the Reserve Fund shall be deposited with said Trust Company.

CANADIAN DEPOSIT.

In this connection we desire to call your attention to the deposit of \$50,000 United States bonds made in Canada. We are informed that a Bill was recently passed by the Canadian Parliament which requires assessment associations to make a deposit of \$50,000 with the Canadian Government as a pre-requisite to their transaction of business in Canada. We understand that this bill has not yet been signed.

The following letter will explain the circumstances connected with the deposit above referred to :

" (Copy.)

" NEW YORK, March 27, 1885.

" SIR LEONARD TILLEY, Minister of Finance, Ottawa, Canada :

" DEAR SIR.—We send you this day, per U.S. Express, five (5) ten thousand dollars (\$10,000) U. S. registered bonds, three per cent loan of 1882, original numbers 13,573 to 13,577 inclusive ; substitute numbers 8,291 to 8,295 inclusive, which we place in your hands awaiting the result of the Bill now pending in the Canadian Parliament, and beg to request that as soon as the Bill has passed that you consider the same as a deposit made by the Mutual Reserve Fund Life Association, in compliance with the law. Will you be kind enough to acknowledge the receipt of the same.

Yours very truly,
E. B. HARPER,
President."

" P.S. Duplicate letter accompanies the bonds."

The present insurance laws of Canada provide that deposits made with the Canadian Government shall be held for the benefit of Canadian policyholders.

The President of the Mutual Reserve Fund Life Association informs us that the bill awaiting signature directs that all deposits made in pursuance thereof, shall be held for the benefit of all policyholders. We have endeavored to obtain a copy of said Bill, but have been unable to do so, and therefore cannot state exactly what it contains. If it provides that the deposit shall be held for the exclusive benefit of Canadian policyholders it is manifestly unjust that the funds contributed by American policyholders should be used for that purpose. If, however, said deposit is to be held for the benefit of all policyholders, it would not be open to much objection although the manner of creating the deposit may be open to criticism. We may add that the receipt of said bonds has not yet been acknowledged by

Sir Leonard Tilley, but the United States Express Company's receipt for them is held by the Association.

MEDICAL BUREAU.

The medical department of the Association which reviews all applications for membership and medical examinations of applicants, has been examined by a physician of New York city, and his report is filed herewith. From this report it appears that the medical examinations in the earlier years of the Association were rather lax and insufficient, but that within the last two years the medical department has gradually developed a system of medical examinations and review which is at least equal to any in use by any other life insurance company or association. It appears that, in the summer of 1881, the Association reinsured the Lawyer's Mutual Aid Association of New York, numbering 106 members. None of these members have ever been subjected to a medical examination by either of these associations.

In December, 1882, this Association added to its number 1,430 members of the Mutual Endowment Assessment Association of Baltimore, Md., without the usual medical examinations, relying on the medical examinations made when such members were received into the Baltimore association. These reinsurances, without proper medical examination, were mistakes that have proved very expensive.

EXPENSES OF MORTUARY DEPARTMENT.

The gross amount of death assessments collected from February 9, 1881, to May 31, 1885, inclusive, was \$1,486,172.58, out of which there has been paid \$78,657.12 for expenses of collection, salaries, taxes, legal and other expenses. The constitution of the Association permits the payment of such expenses out of the assessment moneys ; in fact it permits the payment out of such funds of any expense that may be deemed chargeable to the mortuary department. Although the percentage of assessment moneys used by this Association for expenses has not been very large as compared with the amount thus used by some other associations, there is nothing to prevent a very large proportion of such funds being diverted to this purpose. Our opinion, expressed in reports on other examinations, and to which we still adhere, is that not a dollar of the assessment moneys should be used for any purpose other than the payment of death claims, and the augmentation of the Reserve Fund ; but that if the fees and dues are insufficient to meet the expenses of the association an assessment should be made to meet the deficiency, and we think the State laws should be amended in this respect.

The Association has always paid its approved death claims in full. All claims are very strictly investigated, and many that have not been deemed valid have been either compromised or rejected. The members have been assessed double the usual rates on assessment No. 20, which is the latest one made. This is the first time a double assessment has been levied on the members, and it was done for the purpose of paying all claims that had been approved up to the time of making the assessment ; and for which a single assessment would be insufficient. The number of members liable on said assessment was about 24,500.

Although mistakes have been made, as indicated herein, we do not feel they were due to dishonesty on the part of the managers.

The officers have introduced many reforms into the administration of the business, and at the date of this report the several departments are efficiently managed. We believe the officers to be honest and vigilant, and, with the experience they have gained, they will be enabled hereafter to manage the affairs of the Association with care and judgment.

Very respectfully,
MICHAEL SHANNON,
Dep. Supt. } Examiners.
JOHN A. HORAN,

ARTIFICIAL STANDARDS OF SOLVENCY.

Recent legislation in the State of New York and the present discussion of the question of the Supervision of Insurance in our columns have again brought up the question of what is the proper standard of solvency in life companies. Some time ago this question was fully discussed in *INSURANCE SOCIETY*. We showed how almost all the companies which had become insolvent in the United States were so only according to a purely artificial and unnatural standard, and were not in reality insolvent at all. The immense importance of the question is thus seen at once. Many of the very strongest companies have at some time in their history been insolvent according to some of these severe tests. There was a time when the Equitable of New York, which now has over \$58,000,000 of assets and \$10,500,000 of surplus on a four per cent. basis (even numbers) had a deficiency according to that standard. Would it not have been a calamity if that company had been snuffed out on this account in its infancy, and added to the list of insolvent companies? Yet this is exactly what has been done in many cases. A company may according to its policies be entitled to receive a certain amount in premiums, but by these standards no credit is allowed in calculating the liability for any portion of this beyond the net or mathematical premium which is perhaps only sixty-five or seventy per cent. of the whole. Then, again, a company may be earning an average of six per cent. on all its investments. Its liabilities must however be calculated on the supposition that it can only earn four or four and a half per cent. The result is an immense increase in the nominal liability over the actual. It is no wonder that so many companies succumbed.

We recognise, of course, that, so long as there is any supervision at all, it is desirable and necessary that there should be some official standard of solvency. This is an entirely different thing from a standard on which to divide profits to either policy-holders or stock-holders. This distinction has already in previous articles been strongly insisted on by us, and we are much pleased to see that it is admitted in the recent legislation in New York State. The present standard there is the American Table of Mortality and four and one half per cent. interest. After the 31st December, 1887, the standard is to be the Combined Table, and four per cent. interest. It is however specially stipulated that no company can be declared insolvent or placed in the hands of a receiver so long as it has assets sufficient to provide a surplus over its liabilities to policy-holders calculated by the American Table and four and one half per cent. interest. Unless it has surplus on the four per cent. interest, however, it cannot issue any new policies, but must merely work off its old business. This is very decidedly a step in the right direction. As we in Canada will probably for a very long time at any rate earn from one half to one per cent. higher interest than American companies, it would seem as though our present standard of the Hm Table with four and one half per cent. interest is quite high enough, and no company should be allowed to transact new business or pay profits to policy-holders or dividends to shareholders which has not a surplus by this standard; but that if any standard of bare solvency has to be made that it

should be by about five and one half per cent interest. As there are no tables calculated on the basis of the Hm. Table and five and a half per cent., the basis would have to be either this Table and five per cent or six per cent. As the Hm. Table provides heavier reserves than the American, perhaps six per cent. would be the better. This of course is intended as a standard of bare solvency. There is no doubt but that a company which is solvent on this basis can, if properly managed, work off its risks to their maturity, although a much higher test should be imposed before giving permission to solicit new business.

THE GUARDIAN ASSURANCE COMPANY.

On another page we publish a summary of the Annual Statement of the Guardian for the year ending December 31st, 1884.

In the Fire Department the net premium income, deducting re-assurances, amounted to \$2,117,193, as compared with \$1,884,172 for the year 1883, showing the satisfactory increase of \$233,021. The net fire losses incurred were \$1,376,019, or 65 per cent of the premiums, about 4½ per cent more than in 1883. The expenses of management were about 10 per cent., and the commission 20 per cent., which, with the losses, amount to 95 per cent. of premiums. The sum of \$105,000 was added to the premium reserve fund for unexpired policies. The fire general reserve now amounts to \$1,450,000, and premium reserve fund to \$952,500, being together \$2,402,500, or considerably more than a year's premiums,—this is of course apart from the capital. A dividend at the rate of 9 per cent. was declared on the paid-up capital, and a balance of \$26,325 carried forward.

The chairman stated that the higher ratio of loss had arisen from home business, and not, as is generally supposed, from foreign business. The loss ratio in Canada for the year 1884 was only 47.7 of net premium income, on which result the general agents and management in Canada are to be congratulated.

The Guardian was established in 1821, and has always stood well in the insurance world. There are few offices in existence better or in which more confidence can be placed. Its total invested funds now amount to \$19,500,000; its paid-up capital being one million pounds stg.

The Guarantee Company of North America has invented a trap for our Canadian skeddaddlers; we mean for our thieving cashiers and other felons who steal American funds and escape to Canada! (or vice-versa.) *Insure in the Guarantee.*—That's the remedy against defective extradition: treaties and things! One of these enterprising gentlemen covered by a Canadian guarantee policy, touching Canadian or British soil could be at once arrested on a civil process, and imprisoned in a debtor's jail by the company, his injured surety. He would thus be in about as bad a box, and one just about as difficult to get out of, as a criminal's prison. That's a capital idea and an eminently practical one. Score one for the Guarantee!—*Insurance Monitor.*

According to the Chronicle Fire Tables the aggregate loss of property by fire in the United States and Canada in the year 1880 was \$74,643,400; in 1881, \$81,280,900; in 1882, \$84,505,024; in 1883, \$100,149,228; and in 1884, \$110,008,600. Just imagine over \$110,000,000 worth of property consumed by fire in a single year!

THE MUTUAL RESERVE FUND LIFE ASSOCIATION.

How the Canadian Deputation were taken in.

Our readers will remember how a deputation of prominent Canadian gentlemen, consisting of: Governor Robinson, "Hon" Rupert M. Wells, Hon. J. S. C. Wurtele, C. J. Campbell Toronto, George Birrell of London, Judge Sinclair of Hamilton, and J. S. Hall, jr., of Montreal, (who has been appointed solicitor to the society), a few months ago went to New York at the solicitation of the agent of this institution and after spending an hour or two at its office felt qualified to issue a circular to the Canadian public, recommending the Association to their confidence, and expressing satisfaction with the manner in which the books were kept, and emphasizing very strongly that the death assessments were kept entirely separate from all other funds, and that it was quite impossible that any portion of them could be taken to pay expenses. Here is part of what they said:

"You have wisely kept the moneys received for expenses so entirely separate from those received from assessments, that it seems almost impossible that any portion of the latter should ever be diverted from their legitimate purpose." "You have, by the deposit of your reserve in the Central Trust Company of New York, and by the most stringent provisions for its investment by the Company, placed it beyond the reach even of yourselves!"

The New York Insurance Department now says that over \$78,000 of the death assessments have already been so used to pay expenses; that there are outstanding contracts with directors and others for percentages on future death assessments, apparently for many years to come; and that there is practically no limit to the amount which can be so diverted from the death assessments for expenses! How the managers must have chuckled internally as they pulled the wool over our bright "representative Canadian gentlemen." It seems to us that any persons who would be willing to allow themselves to be so easily made dupes of, and who would give so strong a certificate to an association of which they knew but very little—and that little it is now shown incorrect—have a very low estimate of the value of their endorsement. No doubt they now feel rather cheap and are pretty well disgusted with the whole transaction.

INSURANCE SUPERVISION.

We have much satisfaction in being able to again present our readers with a second article from the able pen of Mr. W. T. Standen of New York, following up the subject of his last article. In the former he spoke of the responsibility of Legislators in their framing of statutes affecting insurance; in this he speaks of the responsibility of Insurance Superintendents in administering the important duties of their office. Mr. Standen has dealt with the subject from an American point of view, and his conclusions will, we think, be accepted by every thoughtful man as exceedingly reasonable. The ideal he sets up is a very high one, and we do not think any higher or different ideal can well be conceived, so far as the United States are concerned at all events.

Mr. Standen, as we stated in our last issue, is a candidate for the position of Superintendent of Insurance. We have no hesitation in saying that we do not believe it would be possible for the Government, if they decide to appoint any person outside of Canada, to procure a gentleman more qualified to fill the position.

THE COMMISSIONER OF INSURANCE OF MASSACHUSETTS ON CO-OPERATIVE OR ASSESSMENT LIFE INSURANCE.

Commissioner Tarbox, of the State of Massachusetts, by request has furnished the commission appointed to examine the question of assessment insurance with the following conclusions, after a careful examination of the institutions in the State, the comparison being between regular life insurance, as furnished for instance, by The Mutual Life Co., and the co-operative plan:

"1. There is no proper comparison of the cost of the two methods. The price paid is different, but the articles furnished are of different value. One is whole life insurance with a substantial pledge of performance. The other is temporary insurance without assurance. The cost of life insurance is just what it is worth under the established system, unless and only to the extent that the cost of carrying on the business establishments is excessive. For it is fundamental to all insurance that no company can pay out more than it takes in, and if some get more than they give, others must give more than they get.

"2. A life policy acquires an intrinsic value proportioned to its age, created by the cash reserve held in trust to its individual credit and protected by law. An assessment certificate has no commercial value because the holder has paid nothing upon it for which he has not had a full equivalent. Therefore the life policy, as the representative of actual value may properly be the subject of assignment or pledge, if consistent with the trust it declares. But the assessment certificate, having no such value, its assignment or pledge is a bald wager on human life in which the duration of the life decides whether the gambler wins or loses.

"3. For whole life insurance the assessment method, as formulated, is inadequate. The judgment of its most sagacious advocates is convinced of that fact. How to secure the insurance provision to the late survivors of an insurance company is the problem of all life insurance. This problem has been laboriously and scientifically wrought out in the construction of the old system through the agency of the reserve, which is a logical and essential part, and the main pillar of the edifice. Is that problem capable of some other solution consistent with the assessment plan? If so, assessment insurance may establish itself on a stable foundation; otherwise, not. That it is impossible, I may not affirm. But I discover as yet in the various expedients of its architects no scheme that holds a reasonable promise of the desired result."

NON-FORFEITURE IN LIFE ASSURANCE.

We gave on August 16 last a rather extended notice of the well-considered arrangements, in this regard, of the Scottish Equitable Life, but we do not hesitate to quote the following clear and concise explanation of the action of his office, which Mr. Sprague has given, as follows:—"As a further contribution to the history of the subject, it may be useful to state the manner in which existing policies are dealt with under the new non-forfeiture regulations of this society. The directors have accepted the principle that the surrender value of a policy belongs to the assured, and is not to be forfeited by failure to pay the premium; in other words, although the premium may not be paid when due, and the insurance may consequently become void, the right to receive the surrender value is not thereby affected. This principle renders it impossible to deal with the policy under our published regulations without the consent of the assured and his assignees, for if the premium is advanced by the directors and charged as a debt on the policy, the net surrender value is thereby diminished. But the directors, being anxious to do everything practicable to continue the insurance in force, have resolved that, when the surrender value is not claimed within two months after the policy is forfeited, the policy shall be converted into a paid-up policy of equivalent value. This paid-up policy will usually con-

to share in the profits of the society, and the surrender value of it will gradually increase. The effect of the new regulations may be summed up in a few words—by saying that the directors have resolved to relinquish all possible profit from unclaimed surrender values.

"I believe that the above-stated principles are eminently just, and likely to be appreciated by the public; and I, therefore, do not doubt that, in one form or another, they will be eventually adopted by all the life offices of the country, to the mutual advantage ultimately both of the offices and the assured.—*The Insurance Post, London.*

OURSELVES.

"*Verbum Sap's*" Statements in the *Toronto World.*

It is really amusing to notice the extremities to which the agents of the Mutual Reserve Fund are pushed to dispose of our arguments. We are evidently a thorn in their side, and they are very anxious to get us out of the way or to discredit us in the eyes of the public. As a rule, we can easily afford to pass their effusions by unnoticed, but when a vile insinuation is made against INSURANCE SOCIETY in a public paper we cannot afford to ignore it. Mr. J. D. Wells says that we let down lightly a certain company because it advertised with us, and that we would not criticize his company (the Mutual Reserve Fund) if we had an advertisement from it. Only a word or two is needed to dispose of this. The very fact that we had the manliness to criticize the plans of a company which advertises with us largely is the best possible proof of our absolute independence, and of the fearless and impartial manner in which we have in the past, and intend in the future, to conduct the paper. As to the other insinuation, it only remains to say that we have on several occasions been offered the advertisement of the Mutual Reserve Fund Life Association. To put the matter in a few words, we have refused hundreds of dollars from that company, as we did from another like institution, because we do not believe in the principles on which it is conducted.

PROPOSED BILL FOR THE VALUATION OF AMERICAN LIFE POLICIES.

The following Bill proposing certain modifications in the law for the reserve value of life insurance policies has been submitted to Superintendent of Insurance John A. McCall, Jun., by a gentleman of recognized ability :—

An Act to amend an "Act to provide for the valuation of life insurance policies and obligations connected therewith," passed May 23, 1884.

The people of the State of New York, represented in Senate and Assembly, do enact as follows :—

Section 1. The first section of the said Act is hereby amended to read as follows :—

For all the purposes for which a standard of valuations for policies of life insurance is required by the laws of this State, such standard shall be based upon four per cent. interest, compounded annually and upon the following table of mortality :—

(Here follows the Actuaries' table with additions between ages 0 to 9, as recommended by the Insurance Convention in 1883.)

In addition to the single premium for insurance upon each policy and to the single sum for each annuity issued by a company, there shall be charged the present value of fifty cents, for each year which said policy or annuity has to run to provide for the fixed expenses of taking care

of the same. Credit shall be given to the company for the present value of ninety per cent. of the gross premium to be received. In no case, however, shall the reserve on any policy be less than the cost of mortality for the unexpired period for which premium has been paid in advance. Capital stock shall not be considered a liability in ascertaining a company's solvency.

Section 2. The second section of the said Act is hereby amended to read as follows :—

The Superintendent of Insurance may, in his discretion, value policies in groups and use approximative averages for fractions of a month or year, and he may accept the certificate of valuation of the Superintendent or Commissioner of Insurance or other officials in charge of the insurance department of any other State, of the companies organized under the laws of such other State, provided the obligations of such companies are valued in the manner described in the first section of this Act, or by some other method not more favorable to the company whose obligations are so valued.

Section 3. All Acts or parts of Acts inconsistent with this Act are hereby repealed, modified or amended.

Section 4. This Act shall take effect December 31, 1887.—*Spectator, N. Y.*

COMPARISON OF THE LIFE INSURANCE FIGURES IN 1883 AND 1884.

The New York Life Report makes the following exhibit of the life insurance business in 1884 compared with 1883 :

	1883.	1884.
Number of life companies....	29	29
Assets.....	\$471,805,920	\$491,487,719
Reserve.....	\$384,845,455	\$402,884,463
All other liabilities	6,662,372	6,792,065
Total liabilities.....	\$391,507,827	\$409,676,528
Surplus.....	\$80,298,093	\$81,811,191
Capital Stock.....	4,290,500	4,290,500
Premiums received.....	\$67,322,119	\$72,016,264
All other receipts.....	25,240,644	24,958,112
Total income.....	\$92,562,763	\$96,974,376
Claims paid.....	\$33,894,306	\$35,602,543
Dividends to policyholders...	13,417,465	13,043,498
Paid for forfeited policies...	8,837,856	9,503,530
Expenses.....	15,295,265	18,153,436
Dividends to stockholders..	298,697	329,091
Total disbursements	\$71,743,589	\$76,632,098
Policies in force.....	705,659	750,567
Insurance in force.....	\$1,763,730,015	\$1,870,728,059

Unparalleled.—According to the Official Insurance Report of the Mutual Reserve Fund Life Association. Of the sum of \$534,796 of liabilities \$447,000 is for death claims in number 91. Out of this number 43 for \$187,000 are treated as valid; 23 for \$106,000 are undergoing investigation and are not yet approved; 5 for \$22,500 no proofs received; 12 for \$86,000 are resisted on the ground of fraud; 8 are "resisted on the ground of lapse of policy before death of insured." It will thus be seen that more than one-fifth of the whole number of claims, and very nearly one-third of all the investigated claims, have been resisted. Out of sixty-three claims investigated and passed twenty are resisted! This speaks volumes for the class of insureds in the Mutual Reserve Fund Life Association.

LEGISLATIVE RESTRICTIONS.

AN INQUIRY INTO THE MODE OF ADMINISTERING THE DUTIES
OF OFFICIAL SUPERVISION OF INSURANCE COMPANIES.

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When a commercial enterprise has wrought the measure of good that has been achieved by Insurance, it is entitled to all the *protection* that a paternal government can consistently afford it. Its interest should receive the fullest possible consideration; and the powers that supervise it for public protection should do all they can to insure it the degree of public confidence that it is entitled to. The honest companies have never for one moment disputed the justice of a fair and equitable plan by which they should be held accountable to the people from whom they derive their corporate existence. They have however objected strongly to the unnecessary expense and trouble to which they are subjected, by the system of accountability to a number of different States; and the objection is perfectly reasonable, because it would seem unquestionable that a full compliance with all the requirements of the Supervising Officer of one State, or of one central national authority, should be a full and complete passport and license to transact business in any other State they wish to enter.

If a company responds successfully to the crucial tests of solvency applied by the Insurance Department of the State of New York; the endorsement of the Insurance Superintendent of that State should carry the seal of endorsement in any and every other State. After it has fully, freely complied with all the requirements of the State from which it derived its charter, and to which it is unquestionably responsible for its actions, it should be allowed to do business in every other State by merely filing a certificate of compliance authenticated in some satisfactory manner.

I hear it frequently asserted that the only justification for State supervision of insurance is the "protection of the interests of the Insuring Public." I think this is wrong. If properly applied and conscientiously practised the effect of this supervision should be threefold.

First of all, it should unquestionably protect the public from irresponsible companies. It should warn them of dangers that they could not foresee themselves, and hold in firm restraint those companies that are untrustworthy.

Secondly, it should keep such a watch upon corporations created by its own government, as to make sure that they do not in any way abuse the power delegated to them, or disgrace the authority that chartered them.

Thirdly, it should do every thing in its power to assure public confidence in the Companies that satisfactorily respond to its requirements. Just as effective protection should be given to responsible and efficient companies as is given to the public.

Events have proved that very few heads of Insurance Departments take this high view of their duties; but it is none the less incumbent upon them if they would wish to justify their existence. Indeed, it may as well be admitted that, under the absurdly unbalanced powers given to them, they cannot attain to such a conception of their duties. Unlimited power is given to them in some matters, while in others far more important they are powerless. What is the

use of giving them unrestrained power to execute laws that they know to be unjust, inconsistent, and detrimental to the interests of the people and the Companies alike?

What is the use of expecting them to execute laws that their intelligence condemns? If they are enjoined to use all their endeavors to the protection of the public, without enjoining them to conserve the true interests of legitimate insurance, or without admonishing them that they are also conservers of the honor of the State, how can they reasonably be expected to entertain this high conception of their duties?

The absurdity and inconsistency of the various laws that govern the insurance interests in the various States are apparent even to the limited intelligence of the average politician. And this is truly saying a great deal.

First of all, these laws should be so amended that they would conform to some fair standard of equity. If we cannot obtain a system of accountability to one central Insurance Department that shall be responsible for the companies, we must perforce content ourselves with the clumsy substitute that we have.

But even this expedient can be worked into better shape, and the abuses that exist under its administration can be in a great measure rectified.

The pecuniary burdens of the companies should be lightened, or almost removed. The expenses of the Departments should be reduced to a minimum. The companies doing business in a given State should bear pro rata the burdens of expense entailed by the necessary and unavoidable cost of its maintenance—and not one cent more. There should be no fees for permission to transact business; No fees for license to permit Agents to benefit the people of the State; No tax upon premium receipts; No tax upon accumulated reserve values; No imposition of fees to maintain the public schools; No charges for making unnecessary valuations of policies. Every one of the present inequitable and unjust impositions should be abolished, and in their place should be a pro rata contribution to the reduced expenses of reconstructed departments of supervision. Brought down to this basis of common-sense, the expense to the companies would be but very small, and justice would no longer be outraged.

The various legislative enactments should be reconstructed on a fair and simple plan. A rigid system should be adopted to test the solvency of the companies—and it should be uniform in every State. Every Company should be required to make an annual statement to its own Department, and when it had thus complied with all reasonable requirements it should be permitted to do business wherever it pleased. The supervising officer in each State should be the Attorney of every company doing business within its borders, and should be duly authorized to accept service of process.

The form of annual statement to be made by each company to its Home Department should be greatly simplified. Can any fair-minded person maintain that the cumbersome form now in use is necessary or warrantable. Every fairly intelligent man will admit that it asks one hundred questions for every one question that is really necessary. These voluminous statements are published at great expense, annually—presumably for the enlightenment of a public that never takes the trouble to wade

through them, and which is never benefited by them. A simple debit and credit statement of account, with its policy-holders, containing a brief statement of its total liabilities and its total assets, is all that is required; and the public, understanding such a simple statement, would be greatly benefited by it. If we add to this a statement of total income, total disbursements, and total business done for the year, we shall cover every point that is necessary or advisable to cover.

This would wonderfully aid the public, and would reduce the work entailed upon the companies, and would also release a great deal of energy that is now wasted and permit it to be applied in a more profitable manner.

There should be a full investigation of the affairs of each company quinquennially. In this investigation, which would be a rigid test of solvency, the company should be charged with every item of admitted liability, and should be credited with every item of assets that would be recognized among business men as good. There should be no indiscriminate disallowance of items that in good commercial circles would be conceded to possess value. Insurance is a legitimate *business*, and should be treated as such. If a Company chooses to purchase the future value of an agent's renewal commissions at their ascertained present or commuted value there is no reason whatever why this item should be utterly disregarded as an element of resource in ascertaining its standing. If its officers are men of sound business principles, they will not purchase that which possesses no proper commercial value; and if good authorities admit that renewals have an ascertainable value, they should not be thrown out upon the absurd assumption that every one of the policies may possibly lapse upon their next anniversary date. If some business man purchases at its present value some certain or contingent liability that he will have to meet at a future date, such an investment is considered as being perfectly legitimate, and in any statement showing his standing as regards his creditors he would be very sure to take credit for the present value of such investment if such value could by any possibility be ascertained.

Agents' ledger balances, if properly secured by good commercial bonds, should also receive some consideration, and certainly should not be thrown out as worthless, as is generally the practice. Fair values of supplies, furniture and office necessities, should have their place just as they do in the stock-taking of intelligent and reliable business men. Not that they constitute an item of sufficient importance to trouble the companies very much or materially alter their showing, but as a foil to the general tendency to charge up everything and allow nothing.

Of course care should be taken in the admission of such items, but they should certainly be treated as in some degree allowable credits. The trouble is that under the present system any and every doubt or suspicion is charged up against the companies, and the showing of their commercial resources is lowered as much as they can be induced to submit to. There is no form of commercial institution that for strength, stability and recuperative vitality can begin to compare with an insurance company. Therefore there exists the less reason why the odium of all doubts should be cast against them.

If a company has passed through a season of adversity and trouble, it should not be the first desire to cast it into the eager clutches of a receiver. This will only result in the squandering of its assets and the ruin of its policy-holders.

During the past ten years a great many companies have been thrown into the merciless hands of the law for no other reason than that of providing a fat berth for some greedy political favorite. The interest of the public, that should be presumably the first and foremost consideration, has never been considered at all. The plea of justice and necessity has been the cloak for crimes that should be severely punishable. Not more than one or two of the companies so treated have been irredeemably insolvent, but all have been treated without mercy, and without any show of reason. For many years the disastrous consequences of this iniquity lay upon the companies that survived. For many years they struggled almost hopelessly against the loss of confidence that it seemed as if they could never regain. Under a just and wise system of supervision no such iniquities could find a place; and yet the public interest would be guarded just as effectively, and more so.

Just as the sick are committed to the care of a watchful nurse, so should it be with an insurance company that gets a little beyond its depth. So long as it shows one spark of promising vitality the effort to save its life should not be abandoned. The authority of the head of the Insurance Department should be called into requisition to administer the necessary restoratives, and bring the invalid round to a condition of restored health and vigorous manhood. The symbol of State supervision should not be that of a treacherous and hidden rock eager to work destruction, but the beacon light that warns of danger, and the life-boat ever ready to fly to the rescue of those in distress.

It must be admitted that if a high standard of official capacity is to be developed, the State must furnish much better material than they have been in the habit of furnishing. Their representatives must be chosen from among the ranks of practical insurance men. Their qualifications must be, long experience in the practice and theory of insurance, a judicial impartiality, and determination to fulfil the highest conception of their duties. They must not only desire to protect the interests of the people, of the State, and of the companies, but they must have a ripe experience and judgment in this special branch of business, so that they may know how to protect these related interests. The wish and the desire to do it are useless without the ability to accomplish their purpose, and this is gained only by long experience, and much study.

These officers should be absolutely incorruptible. They should be well paid; their appointment should be for life; and removal should only be possible as a result of maladministration.

Thus would temptation be in a great measure removed from them.

Under the present system of tenure limited by the contingency of a change of political parties, with the certainty that any change will cause their removal; with no security from one month to another; how can even honest and efficient men be expected to attain a high standard of duty? How can they be expected to maintain a position of abso

lute incorruptibility? How much less reason have we to expect it from men whose only recommendation for appointment consisted in their known devotion to party interests; many of whom have pledged the patronage they hoped to secure in the administration of their office for the sake of securing the necessary support to their candidacy. If it were possible for official supervision to be conducted worse than it is, we should be tempted to wonder that it had not already reached the very lowest depth of incompetency, corruption, and dishonesty.

The selection of capable men is by no means an easy matter; but if an appointment is to be binding for the life of the incumbent (except in the event of his misconduct) the executive authorities of the States can surely afford to devote much time to inquiry into the merits of candidates, and select the fittest.

Just here let me say that mathematical ability only is not sufficient. I have known some of the worst errors of judgment on insurance matters committed by eminent mathematicians. A high grade of mathematical knowledge is desirable, but it is useless if it be not accompanied by special training in the special branch it is to be brought into such intimate contact with. I think that very few insurance men who have had large practical experience will doubt the correctness of this assertion. Special experience, natural adaptability, and an undoubted familiarity with all the details of the business, are really indispensable, if we wish to have insurance supervisors who will be creditable to their positions.

Their experience and judgment must be universally admitted, so that all their rulings will be acquiesced in, and their administrations will have the confidence and esteem of the Legislators of their States; because, no measures affecting the insurance interests should be persisted in if their judgment condemned them.

They should be the advisers of the authority and power that created them, by reason of the special fitness that justified their appointments. In this way hundreds upon hundreds of vicious legislative enactments would be avoided, and the interests of all parties concerned would be far more efficiently protected.

I hold that the States that delegate special powers to special corporations should protect those corporations in the legitimate pursuit of their business; and should not permit them to be injured by irresponsible concerns that owe no duty of responsibility to any one. I refer to the horde of assessment associations that are organized as business ventures. Mutual benefit associations, providing certain indemnities for contingencies that may happen to their members, are justifiable in cases where the associations exist for other purposes—and adopt a system of mutual relief (similar in their objects to regular Insurance) as an addition to their proper functions. Odd Fellows and Masonic Lodges come under this head, and their own members bear the penalty of their faulty schemes if they prove unable to withstand adversity. All those associations that appeal to the general public for patronage through paid agents should conform to the requirements of the States, the same as the regularly-organized companies. They are business enterprises, and have no valid claim whatever to special leniency. They should not only be brought under the operation of

the general insurance laws, but their plans and methods should also be open to the strictest scrutiny, criticism and supervision. Those of them that are not founded on scientific principles—those that are unable to stand the proper tests of solvency—those that do not guarantee some specific measure of indemnity—those that seek to reap the profits of an honest business without assuming any of its responsibilities, should not be allowed to do business under any pretence whatever. Such associations are a species of unhealthy parasite that deceives the public by chicanery, fraud and false pretences, and they injure the business of honest insurance, that the States are virtually and morally pledged to protect and foster. Their general character is well known to all insurance experts, yet they have the audacity to claim that, for the benefit of the public, they are entitled to special privileges and a special measure of protection and freedom from responsibility. They claim that, instead of being checked, their career of fraud should have special countenance and special exemptions.

It can hardly be denied by any intelligent man that the powers that created the regular and legitimate insurance companies should take some effective measures to rid them of these parasites. Those that are worthy to survive will prove their inherent vitality by successfully responding to the proper tests; while those that are unworthy will be proved to be so by their failure to render proper account of their stewardship.

Intelligent Insurance Superintendents, having the power and the ability to advise the legislative authorities to which they are responsible, would know how to deal with these concerns in a manner that would receive the hearty commendation of all honest men, but they cannot be successfully dealt with by incompetent men who are unable to judge them aright. Therefore men that lack the necessary abilities and technical experience cannot conform to any one of the proper justifications of their official existence. They cannot protect the public interests; they cannot properly preserve the honor of their Governments; and they cannot properly conserve the general business interests of insurance.

The greatest possible protection to the interests of the public is consistent with the least possible restriction upon the legitimate business of the insurance companies; and a strict preservation of the interests of both would preserve the powers of the states from abuse and dishonor.

I owe the reader an apology for having attempted to inquire into such important subjects and discuss such great interests in so limited a space. It is, however, much better to give these matters a partial but conscientious consideration than to give them no consideration at all.

The difficulty has been not to determine what I wished to say, but to determine what I must be content to leave unsaid.

Every one of the considerations I have advanced would permit of profitable enlargement, but I was forced to restrict them to a very narrow exposition, and with but little time for preparation.

My views upon the subject, however, are very pronounced; and I wish I possessed the eloquence that is necessary to successfully champion the cause of a "Reconstructed System of State Supervision of Insurance."

CO-OPERATIVE BILL.

DISCUSSED IN THE HOUSE OF COMMONS, OTTAWA.

The House resolved itself into Committee on Bill (No. 20) to modify the application of the Consolidated Insurance Act of 1877.—(Sir John A. Macdonald.)

(In the Committee.)

Sir RICHARD CARTWRIGHT. I think it would be as well to call the attention of the Government and the House generally to the Bill as it now appears, re-printed as amended. It is not my intention to resume the very lengthy discussion which took place in committee on the details; but, at the same time, I think it would be well to understand whether the Government have fully considered the Bill now before us, which is not exactly in accordance, if I understand the matter right, with the intentions of either the Finance Minister or the members of the Government generally. There are two objects, as I understand, which the Government designs to attain in this Bill. First of all, they intend to grant relief to certain friendly societies, which, it was alleged, were in considerable danger of being visited with certain penalties if they proceeded to grant the ordinary benefits to their members, under the existing state of the law. As to that there can be no question, and I have no doubt the House will be unanimous in desiring that these friendly societies should be relieved from any possible consequence to which they might unwillingly expose themselves; there is a rather important consequence, which flows from the Bill now before us, and that is this, that a totally new and distinct class of societies, known as the mutual societies will, under this Bill, be placed in line, so to speak, with the older societies which have been conducting their affairs on the well-recognised principles, and which go forth to the country as having received Government inspection, which prevents the possibility of any of the persons doing business with them of losing any portion of their insurance money. I wish it to be distinctly understood that, for my part, I have no objection at all that these various mutual societies should do business with those who chose to do business with them; but I can see, and if I understood rightly the Minister of Customs and the Minister of Finance, they also see that there is in the Bill, as it now stands, a very considerable danger that these two classes of companies which do business on different principles should be confused together in the public mind; and it did appear to me there was a great deal of force in the contention made by the representatives of the older companies, that a separate measure should be introduced for the purpose of legalising the other companies to do business.

Mr. DAVIES I understood that the members of the Government would not consent to the Bill as it left the committee. I seemed to me that the contention made by those who represented the regular insurance companies was a sound contention, and it received the assent of those who acted for the Government in that committee, the Minister of Finance and the Minister of Customs. They said that they did not desire to throw any obstacles in the way of these assessment insurance companies doing business in Canada, but they said that the principle upon which these assessment companies proceeded to do business was an experiment, and therefore they should do business in such a way that those whom they solicited to take policies in their companies should know exactly and fairly the principles of the company which they were taking out the policy, and they contended that it was not fair to place them, as it were, in the same boat with the life insurance companies, under the same Act, because the result would be that a large mass of those who entered into that very important contract, the insurance of their own lives for the benefit of their families, would, in the hurry of business and in the absence of special knowledge in reference to the matter, be unable to

make the distinction between the insurance company proper and the insurance company under the new system, and they contended that the old security was an ample security, and that it was unfair that they should go into the same boat with those other companies, and that the latter should have the same Government sanction and approval. What does the Bill do? What evidence had we before the committee? I desire to call attention to the very important statement made by the Superintendent of Insurance before that committee. He is reported to have replied to the following question by Sir Richard Cartwright:

"Are we to understand that, so far as your experience goes, you do not know whether these companies are safe or not?"

"I regard them in exactly the same light as the Superintendent for New York does. He says he regards them as experiments. I accept that view. I know very well the system of old life insurance companies is undeniably based upon scientific principles, and that it has been tested and proved by long experience. I cannot say with regard to these assessment companies that their principles have been proved by experience. They have not had a long enough experience to enable me to form an opinion whether they will be ultimately pronounced sound, or whether they can be permanent."

Well, I say in view of that statement, it does seem curious to me that the Government should allow these new assessment companies to go forth to do business in Canada, stamped with the sanction of the Government, when their own Superintendent of Insurance tells them that the principle upon which they do business is not one which he can recommend, which is purely experimental, and he does not know whether it is sound or not. This is a very serious business for those who insure. The majority of those who insure their lives are men engaged in the worry and hurry of business. They have not time to examine carefully the principles of the company with whom they insure. They imagine, and I do not know but they are right in imagining, that if the Government undertake to license an insurance company, authorising them to do business, the insurer has a right to assume that the Government have satisfied themselves thoroughly that the principles on which the company does business are safe and sound. I repeat that in the face of the official statement given by their own Superintendent, who was not satisfied that the basis on which these companies proceed was a sound one, it was certainly indefensible for the Government to class them with the old safe companies.

On section 3,

Mr. IVES. I would not like to have the impression go abroad that the House is unanimous with reference to this measure, I, for my part, do not believe in its new-fangled system of insurance at all. I would go even further than the officer of the Government who has called it a mere experiment, and I would say it is an experiment which is almost certain to result in enriching a few agents who, for the time being, are acting as receiver generals to whoever likes to deposit money with them, and who, when the time comes for paying losses, will not be here to pay them. I do not believe there is any sound, scientific or commercial foundation for this kind of insurance. I am perfectly satisfied it will not succeed, that it will result in disaster and loss of the money that is deposited with these companies. Now, my objection to this Bill in the hands of the Government is very similar to that which the last speaker mentioned. If the Government undertakes to supervise the question of insurance at all, as they do the matter of banking, I think they are bound to see that no wild cat insurance companies are permitted to do business here, that the Government's own officer says are merely experimental, until they are perfectly satisfied that every man will be safe who insures with them. Now the Government very properly takes charge of banking, but what would be said if they were to permit a system of banking to be introduced here which the Finance Minister himself was bound to say was merely experimental, and which was as likely to result in disaster to the people as to result in good? I am quite sure that public sentiment would not

sustain the Government in putting their imprimatur upon a system of banking which they and their officer were bound to say was merely experimental. Yet that is what is said of this system of insurance. From what I know of the men who are acting as agents, who are receiving the people's money, and from what happened the other day in Montreal at their meeting, a committee of investigation being already appointed, and from the whole circumstances of the case, I am just as well satisfied as I am that I am standing here, that this new-fangled insurance will result in disaster and loss of money to our people; and I protest against the Government sanctioning them, as they seem to do by taking charge of this Bill and providing that these companies doing business here, by their being registered, shall obtain the assistance which Government sanction gives them, and without providing any reasonable and satisfactory safeguard to the public. I believe the whole thing is a mistake, and if anybody at a later stage sees fit to move the three months' hoist for this Bill, I shall be very happy to vote for it, because I do not look upon this Bill as a Government measure but simply as an Insurance Bill, which is giving recognition to a kind of insurance companies, which the Government themselves called experimental and which experiment, in my opinion, would be disastrous.

Mr. WELLS. The principal objection against this system of insurance seems to be that it is experimental. Now, it is by no means experimental. The system of assessment assurance is the most natural system, is the only system we have. The natural system of insurance is that which has been adopted by so many societies all over the world, by labor societies of various kinds, by workmen's societies of all kinds, societies which have lasted hundreds of years. It is the natural system, and the other is the artificial system.

I think there has been altogether too much said about the confusion which must follow the two systems working side by side. There is no force what ever in that objection. The companies are always advertising, and there is an insurance war always going on. Numerous documents explanatory of both systems of insurance are constantly being issued, and they will inform the public exactly what system is followed. Insurances are not, as a rule, effected by the ignorant classes.

Mr. IVES. I object to Americans taking Canadian money and with it protecting their own lives.

Mr. GIROUARD. I am one of those who do not believe in the assessment plan; but I am willing that those assessment companies should carry on business. That was the opinion of the committee; but the opinion was also expressed very strongly that everything should be done to prevent confusion between the old line companies and companies on the new system.

Mr. IVES. Can any provision be made to insure that an action can be brought in the case of death loss against any of the American companies in Canada? When a policy was produced in the committee it was found that one of the prominent conditions was that no action could be brought against the company with respect to losses except in a certain court in New York city. Is any provision made which will give to our courts jurisdiction to enforce the rights of our people with respect to this class of policy?

Mr. WELLS. Our courts have jurisdiction already, and judgments are reported.

Mr. GIROUARD. No doubt they have, and a clause at the back of the policy to the effect that the insured shall be subject only to the jurisdiction of the United States will be no good.

Mr. IVES. I certainly think it would be a good deal safer to make it a condition of doing business here, that they should be amenable to our courts than that they should have to trust to litigation either here or in the United States. Supposing a party seeking to recover his claim has to go to New York or some other place to obtain his claim, and when

he goes there to seek enforcement of the judgment, he is met with the original objection that the judgment obtained here was contrary to the agreement between the two parties, and consequently it would be null and void.

On sub-section 3,

Mr. BOWELL. I would suggest the addition of these words: "upon such trusts as shall be determined by the Governor in Council."

Sir RICHARD CARTWRIGHT. With reference to that point, so far as we could understand from the evidence of the Superintendent of Insurance, it would be utterly impossible for him in practice to insist on any additional deposit. He said that it was quite impossible for him to estimate their liabilities at all, on the system on which they do business, and he did not expect that he would be able to advise the Minister to call upon them to make any additional deposit, unless as a mere arbitrary regulation—mere guess-work, I think, were the words he used.

As I understand, this \$50,000 is the property of all the parties, all over the States as well as here, who have claims. That appears to result from the nature of the case as applies to mutual companies. You cannot reserve it for the benefit of Canadian policy-holders—I think there is no dispute about that.

Mr. DAVIES. That would depend on the direction of the Governor in Council.

Sir RICHARD CARTWRIGHT. I think not; I think it is in the nature of the case.

Amendment agreed to.

On sub-section 4,

Mr. WELLS. Perhaps it might be better to put in the word "legitimate" before the word "debt."

Mr. BOWELL. No, I think not; that is a question for the lawyers to determine, and to insert that qualification might give the company the right to declare that every claim they did not wish to meet was not a legitimate one.

On sub-section 8.—Section 5,

Mr. WELLS. I suggest that these words be added: "Provided that nothing herein contained shall be construed to make any person liable in respect of assessments made by any such association after he ceases to be a member thereof."

Perhaps that is the law as it is. I do not think any lawyer would say that the effect of this section is to make members liable after they cease to be members; but I know of my own knowledge that it is being used now by agents as having that effect. Members are not now liable for assessments after they cease to be members; but I wish to make it perfectly clear that this section does not affect that provision of the law.

Mr. HALL. It was suggested before the committee that members should withdraw on giving notice, and the effect of this amendment would be to enable all those who are intelligent enough to use that method of escaping liability to escape entirely. They are relieved by law at the expiration of their contract.

Mr. BOWELL. Would the effect of the motion not be to relieve every member of the insurance upon lives taken during the time he was a member? If it does, there would be no security at all for those who are left.

Mr. IVES. The hon. gentleman says that is the law now.

Mr. BOWELL. It is not the law, so far as Mutual Insurance companies are concerned. A member is responsible for all the losses incurred while he is a member, and he is liable to that extent if he goes out.

Mr. WELLS. He is not liable for all losses that occur while he is in the company.

Mr. DAVIES. Suppose a man sees losses occur to the extent of \$20,000 or \$30,000 and retires; if he retires before any assessment is levied, he will be relieved of liability by the amendment.

Mr. WELLS. Well, I do not care for the amendment one way or the other.

Mr. IVES. I would like to call the attention of the hon. Minister of Customs to the declaration made by the hon.

member for East Bruce (Mr. Wells) that any member can go out without paying up, simply by giving notice. If the bulk of the members left the association, those who have been paying for lifetime or for a half a lifetime have no recourse except with themselves for the assessments to pay their insurance when they die. That shows in a conclusive manner the objection to the whole system, and is a reason why the Government of Canada should not give aid or countenance to a system of insurance, which is so costly, and which must necessarily result in disaster.

Mr. EDGAR. I would just emphasize what the hon. gentleman has just said. By subsection 7 we are told what the securities shall be. The two funds out of which these associations are obliged to pay losses are the death fund, and any moneys realised from assessments to be made for that purpose. But according to sub-section 6 the associations are not required to maintain a reserve, so that the death fund may amount to nothing at all, and the other fund, according to the hon. gentleman, may amount to nothing either. There is to be no security if people may go out altogether.

Mr. WELLS. If they all go out there are no losses to pay. The death fund of the association is mentioned as distinguished from moneys realised. There is always a balance over from every assessment, which is put into the death fund, and if that is not sufficient, they assess.

Amendment withdrawn.

On sub-section 8,

Mr. GIROUARD moved: That the provisions contained in sub-sections 4, 5, 6, 7, 8, of section 5, shall also apply to any company incorporated in Canada carrying on the business of life insurance upon the co-operative or assessment plan.

Mr. BOWELL. The amendment placed in my hands by the Superintendent of Insurance is to this effect: He says it was expected, on all sides, that Canadian companies were to be allowed to transact their own business in their own way without further conditions than that of making an annual return, and these companies actually supported the Bill on this understanding; that if they had been apprised of these conditions they probably would have appeared before the committee and claimed to be heard in opposition, and that, at all events, they should have an opportunity of being heard; that it is evident there are grounds for stringently regulating the transactions of foreign companies whose management is outside Canada, and which are beyond Canada's control, while such grounds may not exist upon the part of companies existing only among our people. I give that memo coming from the Superintendent of Insurance, he having a more practical knowledge of the operation and the working of the different insurance companies and of the intention of his Department in permitting the provisions of this Bill becoming a part of the General Insurance Act, rather than give an opinion of my own.

Mr. GIROUARD. The companies had opportunity of being heard then, but they said nothing, and in fact from what I heard from those parties representing assessment companies who were present, they had no objection to this clause. As a matter of fact, whether they had objected or not, we have heard enough during the discussion this afternoon to show that this system, which, according to the Superintendent, is only experimental, is very dangerous and should be guarded by all restrictions that the House may find necessary for the protection of the policy holders. We have found it necessary to provide, as far as American assessment companies are concerned, that death claims shall be the first charge; that no portion of the money shall be used for any expenses, taken from the amount of the policy, that a certificate shall be printed in different colored ink, in these words: "This association is not required by law to maintain any reserve." If these clauses are necessary for the protection of policy holders holding American policies, I do not see why they are not

necessary for the protection of policy holders when they hold Canadian policies. If these clauses are good as far as American companies are concerned, they are equally as good as far as Canadians are concerned. The deposit of \$50,000 is not required from the Canadian companies, but is from the American companies; and really no good reason has been advanced by the hon. the Minister to show that these conditions, which I believe are necessary to prevent confusion in the public mind, and which are held to be good as far as American companies are concerned, should not apply equally to Canadian companies.

Mr. DAVIES. The restrictions in the 5, 6, and 7 subsections which the hon. gentleman proposes to apply to Canadian assessment companies, were inserted in the committee for the protection of the policy holders, and I think myself that a large number of those who voted in the committee believed that they applied to all assessment companies. I think the amendment is a proper one.

Mr. HALL. One of the clauses insisted upon by the committee was that no part of the assessment for death losses should be applied to expenses. There could be no better indication of the wisdom of the amendment of the hon. member for Jacques Cartier (Mr. Girouard) than the fact that a certain society in Montreal had an income of \$36,570, out of which they paid for death claims, \$4,619, their expenses being \$31,951; and the next year their total receipts were \$59,790, their death claims had increased to \$20,200, and their expenses were \$39,590. That is a company that came to grief the other day in Montreal.

Amendment agreed to.

On Section 7,

Mr. LANDRY. We should add the words: "Provided it has not been made fraudulently." Unless the statement, which proves to be an erroneous one, is made fraudulently at the time the policy should not be voided. Applicants in answering as to their age may make a mistake of a year. The canvasser very probably says that the exact age is not material; nevertheless, it is afterwards made material; and if it should turn out to be erroneous, the representatives of the insurer will not be able to enforce the claim.

Mr. DAVIES. I cannot agree with the hon. member for Kent. The section goes as far as it can reasonably go. Heretofore misstatements, whether material or immaterial, would void the whole policy. That was unfair and unjust. This section is in the direction of relieving policy-holders from that injustice. I cannot, however, go so far as to say that if very material statements should prove false the policy should not be voided. I think it should be voided.

Mr. ABBOTT. I agree with the hon. member for Queen's in his view as to the proposal just made. The contract is one which depends on the representations of the party desiring to be assured. The amount of premiums to be paid depends on the statements made, and they are absolutely the conditions on which the insurance is effected. If an applicant makes a misstatement as to his age, that may have an effect on the amount paid during 20, 30 or 50 years, and if he may make an error in regard to one year he may as regards five years. It is proper that, if the contract be made in error, the policy should be voided, if the misrepresentations or errors are material.

Mr. SPROULE. It very frequently happens that if erroneous statements have been made the companies go on and continue to receive the premiums during ten or fifteen years, and on the death of the insured they bring up the misstatements as a reason why they should not pay the death loss. There ought to be something in the Act that would prevent the company, after a policy has been issued and been in force for some time, from subsequently raising a question as to its validity. After the company have taken every possible means to satisfy themselves as to the truth of a statement, and after the premiums have been paid during some years, they should not be allowed to plead that a misstatement was made and the policy therefore voided.

Mr. LANDRY (Kent). I look upon the matter as of more importance than do some hon. members, and I will move the amendment I have suggested, on the third reading, and will then be prepared to show that the series of questions put to applicants are such as cannot be answered correctly. I do not think he ought to. I think that it ought to be the duty of the company, if they want to resist a claim of this kind, to show that the statements that were made at the time were made fraudulently, that the party knew that they were fraudulent, and did it for the purpose of getting a policy upon false representations, which he knew were false at the time. I have merely given one of the instances as an illustration, but there are many of the same kind, so that it is almost impossible for the applicant to answer the questions without making mistakes.

Mr. TROW. There is such keen competition between the agents of these companies that in many instances these questions are not answered, but are taken for granted, and I think that the only case in which a man should forfeit his rights is when he attempts to misrepresent his age for the purpose of benefiting thereby.

Mr. HICKEY. I think the observations of the hon. member for Kent (Mr. Landry) ought to have a great deal of weight with this committee. No doubt there are many candidates for examination who have insufficient knowledge of their own immediate family history. They may possibly be foreigners, coming to this country; their parents or their brothers or sisters may have died since they left, for instance, of consumption, which is a hereditary disease, and the applicant may be in good faith in not knowing of what disease they died. For that reason, I think some consideration should be extended to the applicant. At present the family history is considered very important for or against the candidate, as evidence which he can give himself, apart from the physician's examination. Most of our companies are making the examination more carefully than ever, because they are stating in their policies that after three premiums are paid nothing will invalidate the policy. For instance, the Canada Life makes that provision.

On section 8,

Mr. WELLS. Every assessment company sends out thousands of circulars, notices of assessment, etc., to its own members, and is there any object in having the words "assessment system" printed on such documents, or any other documents of that kind that are sent to its own members. I shall move an amendment which I think will be accepted by the committee, as it is a reasonable one. I move to insert after the word "Canada," these words:

In every circular or advertisement issued or used in Canada, in addresses to its own members, and not showing that the company transacts the business of insurance upon the assessment system.

Some of these companies have enormous stocks of these circulars on hand. The company in which I am interested I know has thousands, I might say millions, of them on hand, and as many of them are pamphlets, they could not be put through the press without tearing them apart.

Mr. DAVIES. It might be desirable that papers sent to members themselves should not have the words "assessment system" on them; but the amendment goes further, because it provides that these words should not be on any document if it could be gathered from the substance of the document that the company carries on business by the assessment system. If carried, it would compel every man to read every report or document he received, in order to ascertain whether or not the company was conducted on the assessment system.

Mr. EDGAR. If my hon. friend is so much in favor of the assessment system, and it has so many advantages as he says, it should be his earnest desire to have the words "assessment system" put on every document and every policy, and to advertise it in every possible way. I really cannot see why he takes the ground he does.

Mr. WELLS. You make any person doing any sort of

business for an unlicensed company liable. If a publisher of a newspaper inserts an advertisement for such a company, would you make him liable?

Mr. BOWELL. He is not transacting business on behalf of the company.

Mr. WELLS. It depends on what the court will take "transacting business" to mean. I think he would be.

Mr. MACKENZIE. Insert the word "insurance" before the word "business."

Mr. BOWELL. I think the suggestion made by the hon. member for East York (Mr. Mackenzie) meets the objection, and makes the clause much clearer. I would move that as an amendment.

Amendment agreed to.

Mr. BEATY. There should also be an amendment to the 21st line by adding the following words:

And any director, manager, agent or other officer of the company, or any other person transacting business on behalf of the said company, circulating or issuing any policy, or application, or circular, in which the words "assessment system" are not printed thereon, shall be liable to a penalty mentioned in the 13th section of the Act.

Motion agreed to.

Mr. IVES. I propose to move, as the 10th clause, the following:—

In every policy issued by a foreign company licensed under this Act in favor of a resident of Canada, a clause shall be either embodied therein or endorsed thereon to the effect that an action to enforce the obligation of said policy may be validly taken in any court of competent jurisdiction in the Province wherein said policy holder resides or last resided before his decease.

Mr. WELLS. Would it not answer to have it declared in the Act instead of embodied in the policies?

Mr. IVES. I do not intend the clause to be annoying, but I think it is better to put it in this way. If it is merely declared in the Act, it will be binding upon those companies only so far as our own courts are concerned, and if you have to go into a foreign court with a judgment obtained in Canada, that judgment will not be binding, because the foreign court will not necessarily recognize the declaration of our own statute. If you provide that the policy itself shall contain that bargain between the insured and the insurer, it must be held to be binding in all foreign courts, upon the company as well as upon the individual. I do not consider it would more than half answer the purpose we have in view if this were simply put into the statute, because it would simply be a law as between the company and the insured in the Dominion of Canada, and nowhere else.

Mr. BOWELL. If my hon. friend from Richmond and Wolfe (Mr. Ives) will allow that matter to stand, and give notice of it, so that it may be moved on the third reading, I should like it much better. I confess I am not in a position to know what effect that will have upon the whole Bill, particularly as he has another clause which he proposes to move, in case this is carried, making all the clauses of the Insurance Act of Canada applicable to this, except where otherwise provided. Although this is an independent Bill of itself, I understand it is an amendment of the General Insurance Act, but extending its provisions still further, in order to bring within its scope this class of companies. I would ask the hon. gentleman to allow the matter to stand over until to-morrow, so that we may give it further consideration.

Mr. BLAKE. I hope, under these circumstances, the hon. gentleman will consider how far we have power to mould a specific contract of insurance, as has been proposed by some of the amendments. I think some decisions of the Judicial Committee of the Privy Council, with reference, particularly, to our jurisdiction in the matter of insurance, have been to the effect that the form of contract would rather be prescribed by the Local than the Federal Legislature, although we had incorporated the Act.

Amendment withdrawn.

Bill reported.

Mr. BOWELL moved that the Order for the third reaping of Bill (No. 20) to modify the application of the

Consolidated Insurance Act of 1877, be discharged, and the Bill be referred back to the Committee of the Whole House for further consideration. He said: A short discussion took place as to the propriety of expunging clause 7 from the Bill. Other suggestions have been made, including some modifications; and after consulting those who hold different opinions on this question; first, those who look upon the clause as a direct interference with provincial rights, and those who hold a contrary opinion, it is thought better not to expunge the clause, but to amend it.

(In the Committee.)

Mr. BOWELL moved, that the clause shall read as follows: No policy or certificate shall contain or have endorsed upon it any condition, providing that such policy or certificate shall be avoided by reason of any statement contained in the application being untrue unless such condition is limited to cases in which such statement is material to the contract.

Amendment agreed to.

Mr. BOWELL moved the insertion of the words "or registered," after the word "licensed," in the 19th line.

Amendment agreed to.

On clause 6,

Mr. MULOCK moved that the clause be amended by inserting, after the word "company," in the 2nd line, the following words: "Not being a company, society or association as is referred to in clause 11 of this Act," secret or fraternal societies, clause 11 being clause 10 in Bill as reprinted, as amended and reported by the Banking and Commerce Committee.

Amendment agreed to.

Mr. IVES moved that the following be added as the 12th clause of the Bill:—

1st. In every policy issued by a foreign company licensed under this Act in favor of a resident of Canada, a clause shall be either embodied therein or endorsed thereon, to the effect that an action to enforce the obligation of said policy may be validly taken in any court of competent jurisdiction in the Province wherein said policyholder resides or last resided before his decease.

Mr. WELLS: The House, by making the language of the 6th section negative in form, rather than affirmative, sought to give Parliament jurisdiction in a matter in which it was conceded they had none, but by this amendment they are directly going in the teeth of the case of *Parsons vs. The Queen*, as it was decided, at all events by the Ontario Court of Appeal. Mr. Bourinot has stated the law in these words:

"Policies of insurance being mere contracts of indemnity against loss by fire, and, like any other personal contracts between parties, governed by Local or Provincial laws the Provincial Legislature has the power to regulate the legal incidents of contracts to be enforced within its courts, and to prescribe the terms upon which the corporations, either foreign or domestic, shall be permitted to transact business within the limits of the Province—the power being given to Local Legislatures by the constitution to legislate over civil rights and property.

If this House has thought fit to give jurisdiction to itself by that alteration in section 6, it certainly is going too far by framing a contract in the section now submitted. Sub-section 8 of section 5 declares also what shall be one of the conditions of the contract; in other words, it expressly makes a contract for the parties, a thing which I am sure this Legislature has no power to do.

Mr. WHITE (Cardwell): We have already passed one condition in a negative form, and it has been accepted by the Committee. It is quite clear that if we declare what shall not be in the policy we can declare what shall be in it. It seems to me the question the hon. gentleman suggests applies to a great many clauses of this Bill as well as to this particular clause. We have already, in another place, where the matter was thoroughly discussed, agreed to insert this as the only condition on which these companies shall do business in Canada at all. We have the right to declare whether they shall do business in this country or not. If we have that right, we certainly have the right to declare the conditions on which we shall permit them to do business in Canada. Having gone so far, for instance, as

to declare that they shall make a deposit and make returns, it seems to me we can go still further, and declare that they shall do business provided they agree to make a contract; we do not make the contract for them, but we say that they shall put into their policy such and such things. In the committee we had a policy submitted to us which contained the condition that when an action arose it must be taken at the place where the head office of the company was situated. We were told there that that had been abandoned, and that the more recent policies issued contained no such clause, the question being left entirely to be determined by the Courts.

Mr. WELLS: The hon. gentleman makes a mistake in saying that the policy contained a clause requiring that the action should be brought at the place of the head office. It was in the Circuit Court in whatever State the head office was in.

Mr. ROBERTSON (Hamilton). I have the policy here:

"The entire contract contained in this certificate and said application, taken together, shall be governed by, subject to, and construed only according to the constitution, by-laws and regulations of said association and the laws of the State of New York, the place of this contract being expressly agreed to be the home office of the said association in the city of New York; and elsewhere than in the said State no suit or proceeding at law, or in equity, shall be brought or prosecuted, except in the Circuit or District Court of the United States; and said association shall not be liable, nor shall any suit or proceeding be brought, after the lapse of one year from the date of the death of said member.

Mr. WELLS. In the Circuit Courts, wherever they are.

Mr. ROBERTSON (Hamilton): It does not mean the Circuit Courts of Canada.

Mr. BOWELL: As I read the decision of the judges they did not go to that extent. They upheld the rights of the Province to legislate on this particular question, but they said, further, that the right of the Dominion to legislate for the whole country was not before them, and therefore they would give no opinion on that question. Inferentially, I would draw the conclusion that this Parliament would have the right, in dealing with a question affecting the whole Dominion, to make such provisions as they declare the different Local Legislatures had a right to place in policies affecting the Provinces only. I think I understood the hon. member for Bruce (Mr. Wells) to say that the Courts of Appeal in Ontario had decided these questions were within the jurisdiction of the Local Legislatures. Whether that be the case, I do not know; but, looking at the other case, I came to the conclusion that the judges gave no opinion as to the authority of Parliament in questions of this kind.

Committee rose and reported, Bill read the third time, and passed.

A correspondent in the *Galveston News* asks a few pertinent questions. They are as follow:—"Why is it that out of ten fires where the property is insured it is impossible to tell the origin of the fire of more than two losses—since the handy fire occurs at two to four o'clock a.m.—while out of ten fires where the property is not insured eight out of the ten can be satisfactorily accounted for, and when the ubiquitous adjuster puts in an appearance every man, woman, and child can tell you just how it happened? This is no fancy picture, but it is a fact."

NOW VOLUME IV. READY

BOUND COPIES OF VOL. IV, 1884.

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ANNUAL REPORT, 1885.

Amount proposed for Assurance during the Year 1884 (2773 Proposals)	\$7,557,678
Amount of Assurances accepted during the Year 1884 (2302 Policies) -	\$5,822,614
Annual Premiums on New Policies during the Year 1884 - - - - -	\$221,135
Claims by death during the Year 1884, inclusive of Bonus Additions - -	\$2,676,544
Subsisting Assurances at 15th Nov., 1884 (of which \$7,970,494 is Re-assured)	\$99,608,971

Total Assets, **\$31,470,457.**

Annual Revenue, **\$4,301,573.**

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 IF AGE HAS BEEN PROVED. SURRENDER VALUES OF FIXED AMOUNT,
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HEAD OFFICE - - - DUBLIN.

HAROLD ENGELBACH - - - Actuary and Secretary.

STATEMENT

taken from Annual Report for the year 1884.

Capital Subscribed	- - - -	\$5,000,000
Assets	- - - -	3,000,000
Income, 1884, over	- - - -	1,000,000
Reserve, above Capital and all liabilities		700,000
Dominion Government Deposit	- -	100,000

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COMMUNICATIONS.

TORONTO LETTER.

Something about our weak brethren—They do better further East—The Secretary's feelings—The Chaplain's views—The annual picnic—Holidays.

DEAR EDITOR :—It is becoming evident that a feeling of depression and of disappointment is gradually deepening among the truly good members of the profession. The virtuous few who rigidly observe the ruling of the Tariff Association, whether local or general, both in the spirit and the letter, are undoubtedly feeling faint, almost weary in well-doing, at sight of the inconsistencies and short-comings of many members of the Tariffs, from whom a better example was expected. They allege that the representatives of some companies seem to use all their energy and ingenuity in the endeavor to get round any rating or ruling standing in the way of their procurement or retention of a desirable risk. That whilst their conduct and attitude towards an insurance of \$200 on a cow shed, stable or Roller Skating Rink is all that could be desired, a fat first-class risk and a contingent good connection, does strain their loyalty and fidelity terribly. The Chaplain of the Association should visit these brethren and counsel them to stand firm. To strengthen the now weak portions of their moral character by such discipline as may be necessary he should press on them that all are not tempted alike; that some will strain and reach after a 3-year dwelling house, a public school building or a court house; another will even peril the existence of the Tariff Association in a scramble for, let us say, wholesale stocks. The local agent, having commission in his mind, will take indecent liberties with a colored diagram to secure the acceptance by his Head Office of a high-rated steam shingle factory. To some the large contracts of a Loan or Building Society offer a temptation of the strongest kind to swerve from the correct lines; to others the appointment of bankers as agents [to the detriment of the local agent, perhaps making his living solely by insurance] or brokers and canvassers, selected upon terms which ignore the rights and feelings of confrères, etc., all of which irregularities are as besetting sins to the individual company most prone to them. The Chaplain or Moderator should bid all such to so tone their moral system generally, and these weaknesses individually, that the good objects for which the C.F.U.A. was instituted may be faithfully and loyally carried out. The Chaplain, who is now beside me, suggests that some plan by which members of the C.F.U.A., not forgetting the "Toronto Board of Underwriters," could go apart for a season of self-examination, might with salutary results be considered. The religious bodies have their revivals, retreats, and so on, and it might be that good would come of a Camp meeting or moral picnic composed of that large and increasing body known as "insurance men"—I do not desire to be considered irreverent, or to seem so, but I do think a silent hour, or a silent week for that matter, of solitary self-examination would do all the members good. So many little slips of one kind and another have been brought to my notice of late, that any steps taken to enforce moral rectitude in Insurance matters should be warmly encouraged. Some who read these lines may feel that my sentiments are theirs.

From New Brunswick, Nova Scotia and P. E. Island I never hear any complaints as to Tariff matters. On the contrary, the members of the St. John, N.B., Association are said to work harmoniously, and have rendered excellent service to the insurance companies represented. Can it be that our brethren of the Eastern, or slower, Provinces are more faithful to their obligations than we of the West? It seems so. It also seems that the eccentricities, difficulties, misapprehensions, and so forth, increase, the further west one's observations are extended. From Quebec through Montreal, via Ottawa—where apparently they do not know "A" from "B"—to Kingston, Toronto and Hamilton the scene of the latest ferment, the variations from the straight line, the true north, are in an ever-increasing ratio, until London is reached, the climax of —, well I should want London to be the first camping-ground of our new Chaplain. Let reform begin here, and where it may. There is a great field for a moral reformer among the insurance fraternity of that city.

You ask me, what does the Secretary of the C. F. U. A. think of the situation; well, just now he is much worried over the pranks of some of the members of his great insurance family. He does his level best to have all rules and regulations (and they are getting numerous) faithfully interpreted, and honestly carried out, but his patience is sorely tried. Did you ever try at a boating pic-nic to carry a dozen oars of different lengths on your left shoulder and your girl's satchel in your right hand, and smilingly converse as you went up hill through the scrub? If you did you can sympathise with the Secretary's feeling about these days. True he has many comforts of a material kind round about him provided by the Association, such as abundance of stationery and a good salary, a telephone and the latest thing in self-registering water gauges, but his happiness lies not wholly in the abundance of these things. He earnestly desires peace, harmony, and loyalty to rules on the part of his companies. I have referred to our Chaplain but did not give his name. It is Horace Mildewe, as one of the truly good his chief qualities are summed up in the phrase "temperance, soberness, and chastity." For any moral effects let into my letters please credit him. I wish he would write you a lecture or so, occasionally. Of course his position is a purely honorary one. An attempt was made on his appointment to get an allowance for him from the C. F. U. A., but objection was raised to any increase of expense by the — Insurance Company who say that they pay already a larger proportion of the total expenses of the Association than any other Company, and will not sanction further outlay. As expenses are assessed on premium income, perhaps the Company's view is justifiable. I think you will hear again of Mr. Mildewe. Some enquiry has been made with regard to an annual picnic, which last year it was proposed to establish. The proposition was discussed on the occasion of the Walford Banquet, when it was resolved that, as an Insurance Guild, we should have an annual holiday of some kind in which all could join.

Most of us are thinking of getting off for our holiday, I among the rest, so you need not expect a long letter. Business hereabouts is quiet, the new Royal Canadian Agent seems to be the only stirring man in the Insurance line in Toronto just now.

Yours,
ARIEL.

TORONTO, 16th July, 1885.

SOCIETY NOTES AND ITEMS.

There are over 850 insurance brokers in Massachusetts.

An Insurance Broker's Association is in course of formation at Montreal.

Manitou, Man.—a fire on the 16th inst. is said to have consumed one-third of this town.

The whole amount of Life Insurance now in force in the United States is \$2,000,000,000.

Mr. George E. Robins has been appointed assistant secretary of the British America Assurance Co.

Through want of space we are compelled to hold over our Legal Decisions as well as some other matter.

There were 152 Assessment Societies in Pennsylvania in the year 1881, and this number dwindled down to 17 in 1884.

The New Zealand Insurance Company declared a dividend at the rate of 15 per cent. per annum for the past six months.

The San Francisco Fire Brigade contemplates paying an official visit to London, Eng., next year, during the time of the Exhibition.

The **Caledonian Insurance Company** has established an agency in California, with Messrs. Balfour, Guthrie & Co. as agents.

The **Royal Canadian Insurance Company** has reduced its capital from \$2,000,000 subscribed to \$500,000, of which \$400,000 is paid-up.

The **Co-operatives** are on the decline in Ohio. In 1882 there were sixty-seven operating in that State, and in 1884 there were twenty-one.

Talmage is insured for \$60,000, and probably this is the reason he sasses Old Brimstone in the manner he does.—*Detroit Free Press.*

Mr. Evan Roger Owen, late of the Alliance Insurance office, has been appointed fire manager of the Commercial Union Assurance Company.

A new **Stock Fire Insurance Company** has been organized in New York with a capital of \$300,000. The name of the company is to be the Protective Fire.

The now 'celebrated case' of *Lotinga vs. the Commercial Union* has resulted in a verdict against the Company.

Mr. Alcock, late of the London Assurance Corporation, has been appointed Assistant-Secretary to the Royal at Liverpool.

The **Review, N.Y.**, gives the fire loss in Canada and the United States for the month of June as \$6,750,000, which is \$250,000 beyond the ten years' average for that month.

An **Insurance Institute** has been established in Ireland. Mr. Harold Engelbach, manager of the National Assurance Company, has been elected president.

Henry S. Raymond, Esq., Insurance Commissioner, will please accept thanks for a bound copy, Part II. of the fifteenth annual report of the State of Michigan.

We are indebted to **J. W. Cattell, Esq.**, Auditor of State, Iowa, for a bound copy of the Sixteenth Annual report of Iowa.

Superintendent McCall of the New York Insurance Department, warns the people against accepting policies of the Anglo-American Insurance Company, of Washington, D.C.

The revisers expurgated **Hell**, yet, so far, 1885 has been the hottest year that fire underwriters have ever known. The Sheol era does not seem to be a success.—*The Chronicle.*

London, Eng., including the registration district and outer circles, now contains a population of over 5,100,000. It is larger than the entire population of the Dominion of Canada.

Mr. J. C. Bergstresser, Editor and Proprietor of the *Insurance World*, Pittsburg, Pa., was among the visitors to Montreal last week. The *World* is always a welcome visitor to our fyle.

The loss by fire on the 6th inst., in Marsh and Polly's boot and shoe factory, Quebec, is estimated at \$12,000. The Anglo-American wild-cat carried \$7,000 of the insurance.

Mr. Charles Way, Insurance Agent, of Barrie, is about leaving for a three months' visit to England. Mr. H. D. Stewart, Barrister, of that town will represent Mr. Way during his absence.

The **Insurance Sun, London, Eng.**, says that Mr. Lockwood, U. S. manager of the London Assurance Corporation, is reported to have resigned rather than accept an associate manager.

The **Mutual Reserve Fund** has the pneumonia. Its vice-president says so. It will next have explosion of its gall ducts, and then it will be laid away in the co-operative bone-yard.—*Western Insurance Review.*

Mutual Life Insurance Company of N.Y.—It is rumored that the Mutual Life has decided to establish an agency in Canada. Mr. M. H. Gault, M.P., is spoken of as being likely to be its representative.

Large Fire.—The total loss to the British insurance companies by the fire, last month, in the premises of Messrs. Mitchell, mohair merchants, Bradford, Eng., will exceed \$500,000. The total insurances amounted to \$900,000.

Mr. James P. Mackay having resigned his position in the Imperial Fire office, Montreal, has started as adjuster, etc. Mr. Mackay has had an experience of over twenty years in the fire insurance business. We wish him success.

Bourne's Handy Assurance Guide.—We have received a copy of this valuable little Guide for July. It contains the particulars, revised to date, of ninety-six life companies. It is published by Mr. W. Bourne, A.I.A., 12 Lord st., Liverpool, Eng.

Mr. David Chisholm, actuary of the North British and Mercantile Insurance Company at Edinburgh, has retired. Mr. Chisholm has been in the service of the North British since the year 1841. Mr. Thomas Wallace, his assistant, has been elected to fill the vacancy.

Mr. Philip E. Morse has been appointed chief clerk of the Foreign Department of the London Assurance Corporation at its head office. Mr. Morse has been for two years in the employment of the London; he was previously in the Northern office for eleven years.

Mr. C. B. Whiting, secretary of the Hartford Fire Insurance Company, will please accept our thanks for a copy of his very interesting, as well as historical, address delivered at the meeting of the New York State Association of Supervising and Adjusting Agents, held at Niagara Falls on the 9th ult.

An **Insurance Agent in England** paid a premium for an applicant without authority. The policy being repudiated, he sued the applicant for the premium thus advanced. The Court ruled that it would be "very inconvenient to hold that any insurance agent has by law implied authority to pay premiums, and compel any person to repay him."

An **Efficient Fire Department** lowers the premium rate, but when part of the cost of the department is added to the rate, as it must be when imposed on the companies, the process is about as rational as that of the Irishman who tried to lengthen his sheet by sewing a strip to the bottom he had cut off the top.—*Insurance Times.*

Mr. William T. Standen, consulting actuary, No. 261 Broadway, New York, has prepared and has in manuscript a "Table of Cost of Insurance, American Experience, 4½ per cent." This information may be of interest to life insurance companies. Mr. Standen is a gentleman of ability as well as a competent actuary, and confidence may be placed in his work.—*U. S. Review.*

Mr. Clunes, general manager of the London Assurance corporation, who recently arrived in New York, has ap-

pointed Mr. James M. Duane, resident manager of the Company for the United States in succession to Mr. Lockwood, who has accepted the management of the Insurance Company of North America for the New York Metropolitan district.

The Chronicle, N.Y., Fire Tables, 1885.—We have received a copy of this very valuable compilation of fire statistics. It contains a record of fire losses in the United States and Canada during ten years, as well as other valuable and interesting information. Every underwriter in Canada should have a copy of it. Address the *Chronicle*, 33 Pine street, New York.

Mr. Richard J. Eberts, has been appointed agent at Chatham, Ont., by the Norwich Union Fire Ins. Society, Mercantile Fire Insurance Company of Waterloo, and the Equitable Life. Mr. Eberts has only recently started on his own account, having been for some years in an agency office at Chatham. We wish him success.

The Insurance Times says:—It is strange, but true, that the most ignorant and incapable of our State law makers generally believes himself to be quite competent to arrange and settle for our underwriters the business to which the latter have devoted the study and labor of their life-time. Indeed, the more gross the ignorance and the more palpable the incapacity of the legislator, the more ready he is to undertake the task of making laws for the regulation of insurance.

It is estimated that spirituous liquors used each year in the United States cost \$850,000,000; tobacco costs \$600,000,000; bread, \$505,000,000; meat, \$303,000,000; iron and steel, \$290,000,000; woollen goods, \$237,000,000; sawed lumber, \$233,000,000; cotton goods, \$210,000,000; boots and shoes, \$196,000,000; sugar and molasses, \$155,000,000; public education, \$85,000,000; Christian missions, home and foreign, \$5,500,000.—*The Insurance Critic*.

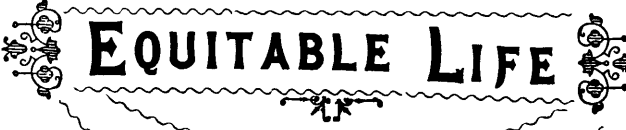
According to Mr. Holloway's paper, read at the June meeting of the Boston Life Underwriters Association, the following figures represent the amount of insurance in force in the following countries: Great Britain, \$2,600,000,000; United States, \$2,000,000,000; Germany, \$670,000,000; France, \$650,000,000; Austria, \$225,000,000; Australia and New Zealand, \$190,000,000; Russia, \$53,000,000; Sweden and Norway \$46,000,000; Tasmania, \$9,000,000. Total \$6,509,000,000.

Quebec Fire Insurance Company.—The *Quebec Morning Chronicle* of the 9th inst. says:—
"It is pleasing to find that this old and well managed institution is in such a prosperous condition. It has just declared a dividend of 5 per cent. for the past six months, payable on the 25th in short, leaving a handsome amount to be added to the Reserve Fund. This company has battled through a career of nearly seventy years, and it must indeed be flattering to the shareholders to find that at a period of depression like the present it is enabled to pay so handsome a dividend."

Imperial Fire Insurance Co.—The business of the Imperial, established by Mr. W. H. Rintoul in the Provinces of Ontario, Quebec, Manitoba and the North West in 1862, and latterly carried on by him under the title of Rintoul Brothers, Agents, will hereafter be managed by Mr. W. H. Rintoul as Resident Secretary. Mr. Rintoul will be ably assisted in the management of his department by Mr. E. D. Lacy, formerly Superintendent for the Maritime Provinces, who has been appointed General Superintendent for the Dominion, with head-quarters at Montreal.

The Provident Mutual "An action was some time ago entered in Court by Messrs. Archambault & Archambault,

on behalf of Mr. J. F. Loranger, an agent for the Association Mutuelle de Preyogance du Canada, who alleged that the Company owed him a sum exceeding \$1400. The action is now pending, and to-day the plaintiff has made an affidavit that the Company is secreting and making away with its effects, and has therefore caused to be issued a seizure before judgment to protect his interests.—*Montreal Star*, July 4, '85. Ahem?



EQUITABLE LIFE

ASSURANCE SOCIETY,

120 BROADWAY, - - NEW YORK.

ASSETS	\$58,161,926
SURPLUS, at 4 per cent,	10,493,617
" at 4½ per cent,	13,730,332
INCOME in 1884	15,003,480
PAID TO POLICY-HOLDERS during	
last 25 years,	81,072,486

The amount of new assurances issued in 1884 was nearly
EIGHTY-FIVE MILLION DOLLARS.

No other company in the world has ever written so large an annual amount, nor has any company approached it. It was an increase upon the assurances written by the Society in 1883; as that was an increase upon 1882; and that an increase upon previous years. The Society issues

INDISPUTABLE ASSURANCE, AND MAKES PROMPT PAYMENT OF CLAIMS.

Its policies are plain and simple contracts, free from burdensome and technical conditions, and **INDISPUTABLE** after three years from date. All indisputable policies are **PAID IMMEDIATELY** upon the receipt of satisfactory proofs of death, and a legal release of the claim. By this **PROMPT PAYMENT**, the beneficiary of an **EQUITABLE** policy is not only saved from annoying delays and expenses, but receives pecuniary relief as quickly as if the amount of the assurance had been invested in a bond of the Government of the United States.

The tontine and semi-tontine policies of the Society provide full assurance in case of death. They also give the policy-holder, if he lives through the tontine period, a large return for the money paid for his policy.

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GUARDIAN ASSURANCE COMPANY.

REPORT of the directors presented to the annual meeting held on June 3, 1885.

The Directors beg to submit the following report on the business of the company for the year ending December 31, 1884, together with the annual accounts in the statutory form, and also the actuary's report to them on the quinquennial valuation of the life business.

Life Department.—The number of proposals received and disposed of during the year was 606, for \$2,483,270. The number of policies issued, 480; sums assured, \$1,891,776; annual premiums, \$45,225; single premiums, \$11,915. Re-assurances were effected with other offices for \$321,010 thus reducing the company's risk under the new policies issued to \$1,570,760, as against \$1,507,200 last year. The deaths of the year numbered 145, and gave rise to claims under 192 policies, assuring, with bonuses, \$1,290,965. From this amount the sum of \$30,267, re-assured with other offices, has to be deducted, leaving \$1,260,698 as the net amount of the claims for the year. The number of deaths has been below the expectation, but the amount of the claims has exceeded it. The total number of policies in force on December 31st last was 7,186, assuring with bonuses \$36,687,100. Of this sum \$4,143,786 was re-assured with other offices, thus reducing the ultimate liability of the company to \$32,543,312. The amount of the life fund at the same date was \$11,088,806.

Quinquennial Valuation.—The quinquennial valuation of the liabilities under the company's policies has been made as at December 31 last, and the results, together with full details of the business, are contained in the actuary's report annexed. Of the total profits of the life department for the five years amounting to \$1,175,560, inclusive of the balance brought forward from the previous quinquennium, it is proposed to divide \$1,091,830 and of this sum the policy holders take \$891,830 and the proprietors \$200,000, as explained in detail in the actuary's report.

Fire Department.—The fire premiums, after deducting re-insurances, amounted to \$2,117,193, being an increase of \$233,025 over last year, and the losses to \$1,376,019 being 65 per cent. of the premiums. While there have been no individual losses of unusual amount, the directors regret that this ratio of loss exhibits an unsatisfactory result. After adding \$105,000 to the premium reserve fund as the proper increase due for unexpired policies, the fire account shows a profit, arising from interest, of \$73,397. The directors have deemed it expedient, having regard to the increase of the business, to add \$50,000 to the fire general reserve fund out of this sum, and recommend that the balance of \$23,397 be transferred to the proprietor's account. The premium reserve fund to cover unexpired policies will then stand at \$952,500 and the fire general reserve fund, at \$1,450,000. There will be therefore an aggregate fund, apart from the proprietors' capital, of \$2,402,500 to meet fire claims.

Annuity Department.—The surplus shown on the valuation of the liabilities amounts to \$23,890. The valuation has been made of the immediate annuities by Finlaison's Government Table (1860), and of the survivorship annuities and endowments by the Carlisle Table, the rate of interest assumed being 3 per cent.

Proprietors' Account.—The interest on the paid-up capital, with the profit on investments realized, the transfer fees and the balance brought forward from 1883, amounts to \$229,930. To this has to be added \$23,395 from the fire account, \$23,895 from the annuity and endowment fund, and \$200,000 from the life fund, making altogether a total sum available for dividend and bonus of \$476,325. This is sufficient to pay 9 per cent. on the paid-up capital, free of income tax, and to carry forward a balance of \$26,325. The directors recommend to the proprietors that a dividend be declared for the year 1884 of £2. 10s., with the addition of a bonus on each share of £2; and that, £1 5s. on each share having been paid as an *ad interim* dividend in January last, the balance of £1 5s., with the bonus of £2— together £3. 5s on each share—be paid on Wednesday, July 1, free of income tax.

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—LIFE—



INCONTESTABLE
—POLICIES—

LIFE
ASSURANCE



COMPANY
Of Canada.

ASSETS, about \$1,200,000.

ASSETS, about \$1,200,000.

THE objection is very often made to Life Assurance that the Companies may take advantage of some of the numerous and complicated conditions on the policies, and thus either avoid entirely the payment of claims, or compromise with the widow for a small sum. There is considerable force in this argument, but it cannot be urged indiscriminately against all Companies. The SUN LIFE ASSURANCE COMPANY OF CANADA, issues absolutely unconditional policies. There is not one restriction of any kind on them. The assured may reside in any part of the world without giving notice or paying one cent of extra premium. He may change his occupation at will; he may travel, hunt or do anything else without any extra of any kind. The contrast is remarkable with other policies. Ask an Agent to show you one; it speaks for itself. Remember THE SUN is the only Company in America, which issues an unconditional policy.

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HON. A. W. O'GILVIE,
W. J. WITTHALL, Esq. | E. J. BARBEAU, Esq.
S. H. EWING, Esq.

R. MACAULAY Managing Director.

PAID-UP CAPITAL £1,000,000.

Capital Subscribed, \$10,000,000.
 Invested Funds, over \$19,000,000.
 Dominion Deposits, \$100,343.

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Comparison of Business.

Payments to Policy-holders or Death Claims, Endowments, Annuities, Surrenders and Dividends.....	1883. \$475,923.98.	1884. \$636,149.13.
New Insurance Written.....	1881 and 1882. \$5,664,211.00.	1883 and 1884. \$9,111,488.00.
Insurance in Force.....	Dec. 31, 1882. \$17,167,105.00.	Dec. 31, 1884. \$19,769,864.00.
Interest due and unpaid on Total Assets, December 31, 1884. NONE.		

— (ESTABLISHED 1853) —

AGRICULTURAL INSURANCE CO'Y.

OF WATERTOWN, N. Y.

CAPITAL,	\$500,000.00
ASSETS,	1,713,101.54
GOVERNMENT DEPOSIT,	120,000.00
LOSSES PAID,	4,020,878.52

Non-hazardous Property only Insured.

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LANCASHIRE
Insurance Company

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SUBSCRIBED CAPITAL,	2,729,680 Stg.
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The Business for the past nine years has been :

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LOSSES paid 217,640.29

++ LOSSES PROMPTLY ADJUSTED AND PAID. ++

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ESTABLISHED IN 1863.

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Policies in Force 10,733.

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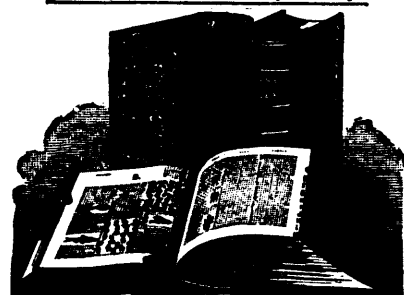
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CANADA BRANCH

Revenue Account from 1st January, 1885, to 30th June, 1885.

INCOME.	EXPENDITURE.
Premium Income \$120,298.03.	Losses - - - - \$57,214.66
	Re-insurance Premiums - 15,332.36
	Expenses - - - - 27,381.98
	99,929.00
	Balance - - - - 20,369.03
<u>\$120,298.03.</u>	<u>\$120,298.03</u>

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