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## In ${ }_{\text {the }}$ <br> Insurance and flinance Ghranicle.

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indemnity, and the Baltimore Underwriter, when it looks at the question solely from that point of view, is doubtless right. But in the larger sense in which we use descriptive terms, the money paid the wife as beneficiary under a policy on the life of her deceased husband is indemnity for loss. The husband's life, as a provider, has quite as distinct a money value as his house or his merchandise, and the money paid in the event of its loss takes the place to a greater or less extent of its provident value, just as much as that paid for his burned house or factory. Indemnity is compensation or remuneration for loss sustained ; and if a check for $\$ 10,000$ is not in the nature of compensation to the dependent wife for the loss of her husband, then what is it ? If the yearly product of the living man's labor is $\$ 2,000$, the sum of money which will yearly continue to produce that amount when he is dead is indemnity of the most approved kind, and we cannot do better than to call it by its right name.

Our French contemporary, La Revue des Assurances, takes occasion to reprint from the Revieze of London the principal part of our editorial paragraph in the December Chronicle, wherein we showed the largely increased mortality rate of the assessment associations doing business in Canada, as compared with the decreased rate of the regular, active companies from I 885 to 1888 inclusive. The rate of the former increased from 6.2 to 9.7 , or about 56 per cent., while the rate of the latter actually decreased. Our French contemporary makes an application of this experience to the Mutual Reserve Fund of New York, which has lately been indulging, through its Paris agency, in a lot of newspaper bombast a la Harper. On this our contemporary comments as follows: "On these premises Mr. Harper may be able to answer whether his 'Kings of the Bourse' and 'powerful barons' can forbid the laws of mortality to follow their course, whether for or against the Mutual Reserve system! You are a grand certificate hunter, O Harper, Baron of Farthing, but your papers are neither soaked in Eau de Jouvence nor the composition of Brown-Sequard, therefore your tartine will have the fate of others of its kind, and in some few years, if not sooner, we will, perhaps, pronounce your procumbit humi bos."

The quiet withdrawal of the New York Life from Massachusetts, it now transpires, was not a showing of the white feather, but a flank movement on the intrenched lines of Commissioner Merrill. The company has appeared, by able counsel, before the insurance committee of the Massachusetts legislature to advocate a bill giving all foreign insurance companies the right of appeal from the decisions of the insurance ccrmissionor to the supreme court of the State, excepting where unsoundness of financial condition is the question at issue. A hearing was had before the legislative comimittee on W'ednesday of last week, the arguments for the revised law being ably made by ex-Gov. Long and associate counsel. Mr. Merrill was present, and expressed hinsself in favor of some legal provision granting the right of appeal to foreign companies, but strongly objecting to the proposed discussion before the committee of the merits or status of the " ordinary life distribution policy" of the company. Actuaries Fackier. Harvey and Wells were, however, heard, who succeet $i$ in giving the policy a good character. It is somewh.at likely that the proposed bili will be passed, when the New York Life will no doubt at once apply to the supreme court for a hearing of and decision on the question in dispute between itself and Commissioner Merrill.

The unreasonable prejudice against which insurance companies have to contend is well il:ustrated in a recent issue of the Brant Revicio, a weekly paper of Paris, Ont. It occupies four columus of its space, under display headiines, in urder to " sholl up" the Western Assurauce Company of Toronto, because that company didn't see fit to pay somelods's claim in full on demand. The whole case, according to the Revew's own showing, amounts to just this. that, following the express stipulation in the policy, the clam was submitted to arbitrators in the usual way, who after a full hearing decided the company's liability to be $\$ 3,600$, about one-hali the amount claimed. Now the company is abused for suggesting an arbitration, and the arbitrators are abused for rendering a decision according to their best judgment. If the company had objected to or sought to avoid arbitration, doubtless the Revecw and the balance of the prejudicegoverned public woud have been quite as bitter in their accusa thons. As a fitting climax to the case, ware informed, as if it were a merituriuus pruceeding, that the claim ant has repudiated the arbitration into which he fieely entered, and has appealed to the courts. In the event of a different decision, what if the Western had turned repudator? The virtucus pullic wuld have exhausted its vocabulary of adjectives is denunciation of the company, of course. Far play may be a jewel, but if so, ansurance companes are rarcly permitted to realize the fact.

The insurance of young children by the industrai companies has for some time been a vexed question, and of late har assumed especial promuence in New York,
where the Society for the l'revention of Cruelty to Children has taken the matter in hand with considerable carnestness. The irmmediate occasion is the cruel treatment of a little five year old girl by her stepmother. the child having been insured for $\$ 40$. The superintendent of the above society claims that not a few similar cases have come to light. and that he believes in many other cases death has been purposely hastened by neglect and cruelty, in order that the insurance might be realized. An unsuccessful effort was made last year to pass a law in Pennsylvania prohibiting child insurance under certain ages, and a similar bill is now pending in the legislature of New York State. Similar attempts have been made in Great Britain, and a great deal of agitation has been going on there over the question, which has, however, measurably subsided since an official investigation demonstrated that the mortality among insured children was really less than the general average. No doubt cases have occurred, and will again occur, where unnatural parents and wicked guardians have hastened, if not directly procured. the death of insured children for the sake of the paltry: insurance, but so have murders among adults taken place for the same reason. We agree with our New York contemporary, Insurance, that a commission. appointed by State authority, to thoroughly investigate the whole subject of child insurance would be a good thing, for it would, we believe, reach the same conclusion as that reached by the parliamentary commission in Great Britain.

An mportant decision has been made in the Court of Appeal in England, bearing on the right of individuals and corporations to form combinations fur their mutual adrantage in business. The Mogul Steamshup Company brought suit against the McGregor Steamshp Company for damages, on the ground that the mdindual shipowners composing the latter had combmed together in what was called a "conference, for the purpose of contollmg the tea trade at Hankur, China; that the prosecutung company was debarred from enterng the combination, and damaged thercb, not being able to compete with the steamships compor ing it. Nerchants and shippers were offered a rebate by the McGregor Company on goods shipped in anj of the conference vescels, and whenever any craf. nut a member of the combination offered terms to shipprrs, the conference vessels by agrement would undcrije these outsiders. The Court dismissed the case, affirming the decision of Lord Coleridge, and holding that "competition, however severe and egotistical, if unattended by circumstances of dishonesty, intimidation, molesta. tron, or other distunct allegalities, gives rise to no cause of action at Common Law.. We commend this decis10n, founded on the fundamental principle of the Cum mon Law of England-that every individual has a right to use his own property in his own way, so long as he does not interfere with the ex_rcise of the same prerogative in others,- - to the law makers of the Dominion and to sundry State legislatures.over the border.

The Recent Managing Dirictor of the Temperance and General Life Assurance Co., Mr. H. 0 Hara, whose resignation we recorded a month ago, has issued a circular letter to the shareholders of the company, giving the causes which led to his resignation. Mr . O'Hara claims that the failure of the law firm of which Mr. Ross, the president of the company, is a menber, to get appointed as its solicitors, is at the bottom of the unpleasantness which led to his retirement, and adduces a good many reasons in support of his claim. Mr. O'Hara also enters upon a vindtcation of his management of the company at some length, and shows therein a very creditable record indeed. Whatever the opinion of Mr. Ross may have been with reference to management of tie company by Mr. $\mathrm{O}^{\prime}$ Hara, he certainly did a very unjustifiable thing when he sent a private circular letter to a part of the directors calling a meeting, and by the language employed creating a prejudice in advance against that gentleman. The issue should have been made fairly and manfully in the presuce of Mr. O'Hara, and not by star chamber methods.

Very naturally, perhaps, the question is frequently raised in these days of vigorous pushing for new business by several of the already pretty large life companies, whether such a course is sound in policy; and whether it is fair to the older policy-holders. The latter query is based on the assumption that their portion of the surplus will be less, by reason of the larger expenditure required to get the new business, for, under the strain of present competition, everybedy hnows that big new business calls for " big money." Would not more conservative methods and slower growth be better all around? Not necessarily. If the cost of new business is kept within reasonable limits, experience has shown that the saving from a lower arerage death rate while the proportion of new assurance is so large, fully makes up for the increased expense charge, and that, thus, the surplus is not depleted. The record shows that some of the slowgoing, conservative companies which exhibit a delightfully low expense ratio also exhibit a not so delightfuily high death rate, and that the ratio of tota: disbursements to total income is quite as great as that of the other fellows. The fact is, that, given judicious management, the outcome to the policy holder in both classes of companies is substantially the same. E.xpense ratio alone is a poor thermometer for the measurement of a company's prosperity.

A plan which is a step in the direction of assurance for impaired lives, a subject discussed by us in our last issue, has, according to the Recicu of London, been adopted by the Sun Life Assurance Society. By this plan the regular medical examination is disp nsed with, and, instead, the applicant is required to make a simple declaration before an officer of the company. The policy is then issued containing the provision that, in case of the death of the assured within five years, his zepresentatives shall receive only the amount of the premiums paid, torether with five per cent. interest.

At the end of the five years named he has the option, if living, to receive the amome of premiums paid in, with five per cent. interest, and retire, or to continue his prolics, at the increased premium, as an endowment maturiag in twenty years, or at death. We do not anderstand of cesurse that lives known to be impaired are to be accepted on this plan, but, in the absence of the ustual medical examination, an obviously increased risk is met for a faxed period by largely decreased liability on the pa.t of the com-pany-the underlying principle of safe assurance of impaired lives, so far as the first five years are concerned. If, thereafter, a gradually increasing liability for amonnt payable at death, up to twenty years, were assumed, the plan suggested by us would be substantially embudied, calling for a smaller premium than, we take it, the Sun must charge for fuli policy liability.

## MORTALITY RECORD OF THE WASHINGTON

 LIFE INS. ( ).During the past few jears secen American life assurance companies have published their mortality experiences, giving in comection therewith a large amount of valuable data. These companies are the Mutual Life, the Comecticut Mutual, the Mutual Benefit, the John Hancock Life, the Michigan Mrutual, the Provident Life and Trust, and the Washington Life. The experience of the latter was given to the public during the past year in a finely executed volume, now before us, and covers a period of tivenity-nive years, from the organization of the company in 1860 to the close of 1884. Most of the other companies named have based their death rate on the number of lives assured, while the Washington Life has taken the amount of policies as the basis of observation and calculation. Thus considered, the mortality rate is somewhat higher than where based on the number oflives, but the company well argues that the measure of financial risk to a company is the practicalquestion to be considered. The differene in the rate obtained by the two methods is not great, however, being in the case of the Connecticut Mutual, for instance, respectively, 1.12 and 1.16 .
The volume before us is divided into " Historical," "Actuarial," and "Medical" sections, each field of obsenation being thurougl:ls cuvered, the two latter by tables and diagrams. It is the second or actuarial field of inquiry that will at the present time claim our attention. Here we find ten tables and si.i diagrams, one table being exclusively devoted to the company's experience with endowment policies and reversionary additions. The exposures or amount at risk, and the accompanying mortality by amounts, are given by consecutive ages from 11 to 84 years in Table II, together with the corpany's rate of mortality, which is compared with the probable mortality assumed by the several standard tables now in use. Table IV gives exposures and deaths by years of membership, with totals for each five year period and comparisons as before with the probabilities of the standard mortality tables. In both tables " the ratio of actual to probable mortality " shows the company's death rate to be con-
siderably below the luwest table prubability. In urder that the actual, compared with the probable, experience may be seen, we append the following which we have compiled from Table II.

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| 70 | . $\mathrm{S}^{21}$ | .784 | . 05058 | . 06493 |
| 75 | 1.110 | 1.096 | . 10.470 | . 09556 |
| So | 1.122 | 1.155 | -1620S | . 1.4150 |
| all ages: | ${ }^{915}$ | . 545 | . 0115.4 | .01.400 |

It will at once be seen that the ratio of the company's actual to probable mortality hy the American experience table is lower than the assumed moderate rate of that table, while the difference is still more marked when measured by the Actuaries' Tables of Mortality. It will be observed also that the increase in the mortality rate from age 25 to age $+5-20$ years-is more than two and a half times, and that when age 60 is reached it is increa;ed moie than six times, the actual and the probable coming re:y close togethe: the two latter ages.
It will be of interest to observe the mortality experjence by years of membership, as found in Table IV. The resuits wiii ive sufficiently iathicated if we give the averages in five year periods. This wedo as follows:


Here we meet with the same results as in Table II by ages, so far as the demonstration of the lower actual rate as compared with the probable is concerned. From these figures, which do not represent theory, but hard, mathematical fact, we learn two significant things. which have before been repeatedly demonstrated in the experience of American and 13ritish con panies, viz.: that the actual mortality rate is uniformly below the assumed rate on which premiums are based, and that the death rate increases rapidly as age increases, after a certain period. The first of these facts, taken in comection with the testimony of the authorities on vital statistics, to the effect that during the past half century the average duration of life has increased by some five years, is suggestive of a possible zarly reconstruction of the rate tables.

The second fact is conclusive as to the fundamental fallacy of the assessment plan of life assurance. As above stated in comection with Table II, the death rate from age 25 to 60 increased in the Washington Life more than sixfold. Refirring to the results by five-year periods, last above fiven, we find that at the end of the first period the average mortality was . 0089 , gainst .0229, the average of the fourth period
twemty yars later, or almost a treble rate. Or, again :ferring to Trable II, if we take the result by ages for the same length of time-20 years-commencing as high as age 40 and anding at 60 , we find that the rate is even more than three times as large. It will be rimembered that we are dealing with the acturd experience of a company, one of the best and most conservative in the sele:tion of its risks. Now, supposing the Washington, with its large number of lives carefully selected, had undertaken to pay its losses year by year on the assessment plan? At the end of its twenty-five years the man who entered at age 40 would have been called upon to pay nearly foun times as much as at first, and ten years later, allowing for the mortality to still continue below the table rates, his assessment would be more than nine times as much as berere. We are now taking into the account the increasing expense for death losses, parely; to this must of course be added the current expense of con:ducting the business which each assessment as made must provide for. At a future time we shall take occasion to refer to other features of the experience so concisely given by the actuary of the Washington Life.

## THE MERCANTILE FIRE INSURANCE CO.

We lay before our readers the fourteenth annual report of the above company, which, as usual, is a record of progress and creditable to its management. The tutal income for the year iS89 was $\$ 108,474$, of which $\$ 10+, 525$ was from gross premiums. The tutal disbursements on ISS9 account, including losses, were $\$ 101,923$, leaving a fair balance on the right side of the ledger. The lusses, $\$ 59,682$, were a little heavier than those of the previous year, but the compary was easily enabled to pay a ten per cent. dividend to stockholders and carry nearly $\varsigma_{4}, \mathrm{coo}$ to surplus or rest. "re reserve over all liabilities excepting paid-up capital was, at the close of the year, $\$ 50,286$, or including capital $\$ 30,286$, -a little over 150 per cent. of the paid-up capital.

It is interesting to note that the total premiums received during the past $1+$ years amount to $\$ 862,629$.5 s, and interest to $\$ 43,334 \cdot 98$, -a total of $\$ 905,964.56$, while the amount paid for losses and dividends has been but $\$ 505, S u 6.41$, of which $\$ 4 S 1,406.41$ were for losses, showing a very comfortable average ratio of losses to premiums of only about 55 per rent. Interest receipts paid all dividends, with SIS,934.9S to spare.

We notice that the stockholders' meeting, very wisely we think, voted to make a call of ten per cent. on the stock, thus providing for the material increase of the company's strength, not only in cash resources, but in the public wafidence. The stockholders of the company are men of ample abiity to increase the cash capital from time to time as its progress may require, and, what is of equal importance, clear-headed business men who comprelend the requisites for the building up of a strong, successful insurance company. The officers, who are capable and enterprising, are fortunate in having behind them such a directory as the stockholdeas have selected, and while these gentlemen remain in position we may confidently look to see the company's affairs well administered.

## THE COMBINES BILT AMENDMENTS.

As we go to press the amendments to the Combmes Act, expunging the words " unduly or unreasonably," will probably have passed the Lower House, and it will rest with the Senate,-at whose instance those words were inserted last sessinn-whether it will stand firm and reject the amendments, or grive way and accept tham. We sincerely trust in the interests of the whole community that the Senate will resolutely stick to its former dect: .on, and we say the "whole community," advisecily believing that should Mr. Clark Wallace gain his point, he will have struck a blow at Canada's commerec and industries such as he never dreamed of, and from which it would take the country a long time to recover.

Our views on this subject are so well known, that we fear we shall weary our readers by again pointing out the manifest injustice of laws so framed that labor is free to combine against the demands of capital, but that the reverse cannot be permitted, because forsooth it enhances the price or restrains the traffic of an article. "Oh most lame and impotent conclusion!' for will anyone, even Mr. Clark Wallace himself, pretend to say that any trust or combine, or all put together, ever interfered with or thoroughly upset trade as much as the big railway strikes in the States or that of the dock laborers in London? It seems to us that the tendency at the present time is to exalt the physical in preference to the mental, to imagine that it is muscles rather than brains which pushes the world onwards; in short, the artisan is the political juggernaut of the hour before whum those who mannally, $"$ tuil not, neither do they spin," must bow down and be crushed. Now it is just this class legislation, so to speak, to which we tahe exception in Mr. Clark Wallace's bill, wherein he specially ims at one class and as specially exempts another. We do not believe this was altogether his original intention, but in curtailing or interfering with ireedom in commerce it is astonishing the number of interests you may bring into collision, and thus in striking at capital. Mr. Wallace h... been forced to take up the cudgels on behalf of labor, and the Act with the pronosed amendments evidently endorses the paraduxieal absurdity, that capital and labor are dianeetrically opposed to one another, and that such an act can be seriously considered only proves the political hold which mobocracy has obtained in our country.

In the struggles between capital and labor, and the apparent desire of the latter to break loose from the former altogether we are reminded forcibly of the old fable, in which the earious limbs of the body quarrelled with the stomach and resolved to support the latter in its "idleness" no longer. The result we all remember, and just as the stomach sustains and nourishes the rest of the body, so does capital feed and keep alive the various branches of labor : and once let any govermment be foolhardy enough to begin to lay down the lines upor which capital shall be operated, it will $t$ : found that, like the stomach in the fable, said capital will refuse to perform its functions, or will perform them in an unhealthy
mamer.suas to re.out tujun l.obur, and while by a patermal legislation the price of a commodity may not be " snhanced," yet from want of employment the artisan may find he camot afford to purchase at even the low figure it is offered to him.

Iet the Govermment rest assured that, is we have upheld time and again, the less it interferes with trade and commerce, the greater wall be the prosperity of the country ; but once let there be inte meddling logisiation, such as proposed in the measure we have been considering, and a clacek is despotically placed upon private enterprise, which will do more to stay Canada's commercial progress than years of bad hareests.

We strongly oppose the diletion of the words "unduly and unreasonably," as the effect thereof will be to make the measure injurious, tyramical and mijust.
I. It would be injurious, because any interference with capital invested or about to be invested in legitimate enterprite has .hways hampered and curtailed trade, and will always continue to do so.
2. It would be tyranical, because by the removal of the said words power is placed in the hands of discontented rivals or employees which could be used for private pique or revenge.

3 It would be unjust. because the measure distinctly legislates against one class and in favor of another.

For wiach easons let us hope the Senute at all events will s'and to rheir guns, and refuce to be carried away by the clap-trap noncense so often indulged in by pretending to benefit the laboring man at the expense of his eniployer.

## THE SCOPE OF INSURANCE JOURNALISM.

The managers of insurance companies and the army of agents who are so indispensable to their success are F, Anerally men who see tilings clearly, and who have broader - ws than most men, we believe. As a class, underwi....s know enough to know that they are not too wise to learn, nor their companies too strong to despuse public opinion. The greater part of them have come more and more to recugnize the value of printe"; $i^{n k}$ as a prominent factor in moulding opportunity 1 ato success, and have come measurably to appreciate the important service rendered be that portion of the press especially devoted to the interests of insurance. They recognize the enterprise, respect the courage, and rejoice in the helpfulness of the insurance press in its advocacy of the principles and defence of the sound practices of the business.

While this is true of the grea.er portion of insurance managers and agents, it is not, יnfortunately for the.. , true of all. There is a class who affect to look with disfavor upon msurance journals as well-nigh useless lumber, and an expense saddled upon the br iness without corresponding benefit. These men, lacking in observation, and incapable of that discrimination wheh comprehends rause and effect, are blind to the notoriously plain fact that every important branch of business has its journals exclusively devoted to its upbuilding. These men are forgetful of the special classes of journalisi . conducted in the interest of the proies-
sions, each member of which would as soon throw away the text-books and training schools of the profession as to part company with its class journalism. Special journals in the interest of banking, of railroading, of milling, of the furniture or leather or iron trade, or a score of other interests, are abundant and heartily supported as valuable adjuncts of the business. Yet these egotists see no need of a class journalism in the interest of a business which. in all its branches. controls more funds than the banks possess invested capital, or than all the railroads are wortin, and which intoltes the present security and the future welfare of more human beings than go to make up the population of the British Empire! The fact is, insumace journalism, more than any other class journalism ia the world, is indispensable to the stability, safet; and progress of the insurance busimess; is broader in its scope, and stands for more brains than any other class-the professions, possibly, excepted. Genuine insarance jourmalism-and we are not speaking of the bogus sort-involves three principal features.

The first of these is a perpetual insurance crithange. In its news feature it becomes valuable as a register of current happenings in the insurance world, the larger portion of which are gathered exclusitely for its pages and to be found nowihere else. It is a periodical photogroph of the men and the companies comprising the world of insurance, interesting to all. of practical use to many: But this exchange fature also incledes the functions of the intelligence office. The company wants business; to get business, it must reach the insuri:s public; to reach that public, it must first reach the agent;-tie agent also wauts business; to get it he must have a company attractive as to plans and amply sound as to condition. Both look to the pares of the journal published in the interest of tie business to discover what they mutually want. Cnce in a while some dullard wants to know what good it does to advertise in an insurance paper, which reaches few if any- of the general public who want insurance? If insurance, cither fire, life or accident, were sold to ihe insuring customer crer the counter, as a yard of muslin or a pound of tea are sold, there wouid be some pertinence to the question, but insurance is not sold in that way. The agent is the real buyer ef the insurance in the sense that he markets the commodity. Through the insumnce joumal the company teaches and influences the agent, just as in the leather-tmde joumal the manufacturer reaches the jobber or retailer whomarkets his goods. Why doesn't some simpleton ask what good it does to advertise in a leather-trade journal, not a dozen copies of winch are ever seen by the shoe-wearing public? In order to be bencfited, however, by advertising in any class journal, the advertiser must discriminate between that which is exclusitely devoted to the business and that which merely tacks on insurance as a " feature," like the tail to a kite. There is a considemble brood of these journals, whicin steal just enough insurance matter fom the regular insurauce papers to make a showing, and who, with sublime cheek, appeal to the companies for
patronage. They are without in fluence or circulation among undenwriters, and are just about as much entitled to be classed among insurance journals as a mummy is to be called a man. We do not of course lere refer to a very respectable class like the Monctary Times of Toronto, and the Recicu of New York, which have two distinct features, and give intelligent and conscientious attention to joth.
The second leading feature of the genuine insurance journal is found in its mission as an instructor. To carefully study underlying principles and to note their application in the light of experience, to discuss their allo wable application to new plans, and to not only record but analyze the statisties of the business, is a prominent characteristic of the insurance press and a feature of prime importance. Although this fact may not be fully realized, it is nevertheless a fact casily demonstrated, that every stage of progress reached by either bratich of insurance has been reached under the leadership of the insurance press. Not an important plan has been adopted nor a questionable one abandoned, the suggestions and reasons for which have not first appeared in the columns of the press devoted to insurance. In a broad sense the insurance journal is an educator, and, we are pleased to know, beconing more and more appreciated as such among inteiligent underwriters of all classes.

The third feature of the insurance journal, if ce:pressed by a simple term, may be called that of guardianship. That it is the bulwark of defeace when the interests of insurance are attacked by ignorant prejudice in the newspaper press is well kuown, and equally so when municipal authorities and State and Protincial legislatures, under the leadership of demagoguc, attempt hostile legislation. Injurious as some of the laws are to insurance, they would be inmeasurably worse and more of them but for the insurance press, which has been instrumental in defeating many iniquitous bills and in repenling more then one unjust law. It has been equally active and infuential in the enactment of some much needed legisiation. Of stiil more imporiance may be reckoned the influcuce of the insurance joumal in saving insurance from itself-from its own bad practices. How manyspunous msumace selicmes and deceptive plans have becn shown up and defeated by the insurance press, and how many unsafe practices, mistakenly adopted by good honest companies, have been corrected before disaster came, it would be impossible to tell. Friendiy criticism has often been the salvation of a compang, and the managers lhave eventually come to reaine that "faituful are the wounds of a friend." True guardanship of the miteresi of msurance matres fidehty to warn when danger appears, and though frendy enticism is net unfrequently distorted into hostility, time never fails to justify its kindiy service. Insurance joumalism is not yet perfet, its mullenmum has not amved, but, such as it is, it is indispensable not only to the prospenty, but to the very exisicrice al insurance.

FIRE UNLBRWRITING IN THE UNITED STATES.
Insurance Commissioner Fyler is entitled iu great credit for the carly date at which he has completed and given to the public, well printed and fully imund, Part I. of his ammal report covering the business and condition of the fire, marine, fidelity and casualty companies doing business in Connecticut. This prompt publication shows what can be done when both the reporting official and the public printer agree to cut red tape and get down to business. Wie fercently commend Commis-
sioner Fyler'sexample to those insurance officials, who seem to regard any time from April to July as soon enough to give to the public valuable information which they are well paid to gire promptly.

The Comecticut report deals with 112 fire insurance companies, so of which are mutuals. The stock companies comprise 10 Comuerticut companies, 60 of other States, and 22 of foreign countries. Wie arrange and summarize as follows from the report, considering stock companies only:

| Fire l'remiums.............. ......... | Connecticut companics. |  | Ohher State companici |  | Forcign companics. |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | ${ }^{255 S}$ | $\begin{aligned} & 1537 \\ & 511.611 .078 \end{aligned}$ | $\begin{gathered} \text { 1SSS: } \\ 5.4 .735,352 \end{gathered}$ | 1SS9. S45.046.S95 | $\begin{aligned} & \text { ISSS } \\ & 5=-55 \overline{5} .539 \end{aligned}$ | $1559$ |
| Varise Iromiunas..................... | - 257.65 | - 227.475 | - 2.741 .539 | - $3.126,901$ | - $\begin{array}{r}\text { 6.5.562 }\end{array}$ | - 6.1 .219 |
| 1ntcrest, cic...... | 1.26-.929 | 1,297.0.7 | 4.502.425 | 4.720 .502 | 1.363 .035 | 1.572 .591 |
| Toial Income. | 517.650 .413 | ? 130805.551 | 550,932,639 | 552.594 .245 | 729,259,154 | $\bigcirc 50,3450{ }_{3}$ |
| ExPENDITVRES |  |  |  |  |  |  |
| 10sses.... | \$6,163.5=5 | 57,051.645 | 5 $=7,714.452$ | $\text { S=9.403. } 7.4$ | \$17,166,21S |  |
| Expeases..... .-...................... | 3.74S, 120 | 3.911.399 | $3 \div .32,645$ | $1 \mathrm{~S}, 0, \mathrm{~S}, 4 \mathrm{~S} 9$ | $9.175 .595$ | $9.65 .15 \$$ |
| Inrulends.... .... | 1.53.5.500 | 1.34.3-500 | 3.258 .5 .55 | .2.56,.809 |  |  |
| To:al Expersitures. | 5 31.450 .945 | 512,566.342 | 545.327.632 | 551.545.372 | 2 $3.359,316$ | 53S,030.179 |
| AGGKEGATES-NLL CONJASIES. |  |  |  |  |  |  |
| INCOXE: | 15SS | 15S9. | Exifa | TVKたS | 1553 | 1559. |
| Fre Premiusis. | SS2,1;6.69S | -54.jS9.592 | 1oxses.. |  | \$51.245.995 | 536.2S3,40S |
| Warine Premiums.... . . . . . . . . . | $3,63 \mathrm{~S}, 09 \mathrm{~S}$ | - $5.5=9.093$ | Fixperises |  | 50, 249.365 | 31.653.0,6 |
| 13ictest, cic....... .................... | $2.330390$ | -7.506-127 | 1):\%̌ulends. | . | 4.530.055 | 5.106.609 |
|  | F93,915,126 | - 90.034 .912 |  |  | 76, 7150.395 | 593,042,095 |

The above. which we have compiled from the report. | presents a comprehensive record of fire and marime underwriting for ISS9 as compared with iSSS, for it embraces all the principal companies in the field. it will be seen that while the total premium income of all the companies considered increased $\$ 2.753,6$ S9, the losses ; increased $\$ 5,236,413$, an increase in the latier over the iomer of $\$ 2,502,724$. The increase in total expenditures was $\$ 6,926, j 00$, while the increase in total income: mas $\$ 3,106,7=6$. If we combine losses and eripenses, 1 we find that the increase was $\$ 6,640,126$, against the premium inctease of $\$ 2,733,639$. We make room to quote what Commissioner Fyler suysconcenning valuedpolicy lams:

Valued-policy laws have introduced a new insumace hazard. Wisconsin in $1 S_{j}+$ substituted the niasper for the indemuity contract. Gradually thas venous segrslation is being incorponted into the statutes of the diberent States, increasing the cost of insurnace by stimulating incendiarism. The essential features of the ralued-policy law may now be found in cight States. This unwise legislation ofiers special inducements to incendiarisni, iempting unscruyulous and dishoncit owners to bum their properts, and honest men to le irdifferent and carelois as to its proper protection. It has been shown that in States with the largest exper. leace in this species of legislation, the matio of losses to pamimas has materially mereased since the enaciment of such laws li isconsin. the first to take the initiative in vilued policy legislation, furmisites the following statisties. For the eigist years preceding the time the law went into effect, the ratio of fise losses to premiums was 55.44 per cent., and during the cight succeeding years after the law went moto full effect. :he ratio uns 66.62 per cent., being an increase of $11.1 S$ per cent In Ohio the increase is cren more maried, fur sten years preceding the passage of the law the ratio
of losses to premiums was 70.15 per cent., while during the sevish succeeding years the ratio liad increased to GI.4---a difference -1.27 percent. Such lars should be swept rom the statutes of every State as immoral and agains: public polics.

## THE ORDER OF TONTL.

Our readers will perinaps remember that on several oceasions we drew their attention to the rave opportunities for lecoming rich, presented to them by the "- Order of Tonti," one of whase circulars we have before us as we write. Those who joined its ranks were to have their fortunes made at once. Ey paying $\$=50$ per month for seven years (in all $\boldsymbol{j} 210$ ), the members would receive $\$ 1.000$ in cash, besides a bencfit of twenty-five dollars pee week in case of sickness. And besides all this a large reseric fuiven was to be saved out of the S2:O, and tice Order was thas to be built up till it would become one of the powerful corporations of the land. The officers possessed the "philosopher's stone" by which everithing could be turned io gold. The idea was a grand one, and was bound to be a u.jnderful success. We have now to clironicic that the society has received a very gratifying share of public patronage, and that its promoters are thoroughly satisfied with the results. Their highest expectations have indeed been fulfilled. The best proof of this is the fact that the Treasurer has lately disappeared with the assets of the socicty, amounting to about forty thousand dollars. Such a prosperous state of affairs must be very encouraging to the inembers of similar urganizations, and will no dorith confim them in theis oppos:tion to tive antiquated level premium concerns who cannot boast of such a record as uhis.

## THE ONTARIO MUTUAL LIFE.

The preliminary statement of the Ontario Mutual Iife, which will be frund in another colnmm, well maintains that company's reputation for activity and good management. In all the essential features which indicate strength, it shcws gains over the satisfactory business and condition of the previcus year. It now reports the amount of assurance in force on January ist, 1890 , to be $\$ 13,127,400$, a gain during 1889 of $\$ 1,085,-$ 486. The total new assurance written was $\$ 2,621,800$, or $\$ 103,150$ more than in 1888 . The reserve for security of policyholders now stands at $\$ 1,393,012$, an increase of nearly $\$ 170,000$, while the surplus over all liabilities is $\$ 95,155$, an increase over the previous year. The increase in assets has been $\$ 174,314$, making total assets now amount to $\$ \mathrm{I}, 488,167$.

The Ontario Life is a progressive, wide-awake company, well officered, and in possession of the confidence of the public. Its policies contain liberal provisions, and give full value received to their holders, who are among the best class of insurants. It is not strange, in view of the company's past excellent record, that it is most popular where best known.

## DELIVERY OF THE POLICY.

Where a party has agreed with a duly authorized agent of a fire insurance company, for a certain amount of insurance to cover property duly described and located, and the premium thereon duly fixed but not paid at the time ; and before the delivery of the policy or payment of the premium, the property was badly damaged by fire. Can the insurance money be collected under such circumstances?

The question of the mere personal delivery of a policy, and the liability of the company thereunder, involve the fundamental principle of the consummation of the contract between the parties, of which the policy is simply the written evidence. If the minds of the parties meet fully as to the terms of the insurance, the contract is held to be complete without reference to the delivery of the policy ; a binding contract will not be allowed to fall, because the instrument which is the evidence of it is retained by the covenantor; his keeping of it will, under these circumstances, be regarded as that of the covenantee. (Collins v. Ins. Co., Pa. Cir. Ct., July, i87o. Goode v. N. Eng. Mut. F. I. Co., 5 Fost. N. H. 169 ; May Ins., § 69.)

The delivery of a policy may be either actual, when delivered personally to the insured or his agent ; or construction, when the policy is made out and remains in the company's office, subject to the order of the insured. (i Phil. Ins. in, § I4, and authorities there cited.) " Such delivery is either actual,-by doing something and saying nothing ; or verbal,-by saying something and doing nothing ; or it may be by both, and either will make a good delivery and a perfect deed.' (Sheppard's 'Touchstone 1, 57 ; Doe $v$. Knight, 5 Barr \& Cress, 69r ; Xenos $v$. Wickham, 2 Ho. Lords, 269, reversing same case in Exchequer Chamber; May Ins. 62.)

But merely handing a policy to a party for inspec-
tion, to decide upon its acceptance, is not a legal delivery. (Mason $z^{\prime}$. Citizens F. \& M. Ins. Co., S. C. Va., 6 Ins. Law Jour. 842.)

A policy may take effect upon actual or constructive delivery, and may be retrospective, if such be the intention of the parties, when neither party knows the prior circumstances. ( 3 West. Ins. Rev. $33^{8} ; 13 \mathrm{~d}$. 522 ; I Phil. Ins. 13, 太 16 ; 9 How. 390.)

In agreements for insurance, prior to the issue of the policy, the customary stipulation requiring payment of the preminum in advance forms no part of the contract. unless by express agreement of the parties. It is held that the natural course of business would be to pay the premium when the policy was delivered; in the mean ${ }^{n^{-}}$ time the amount of the preminm becomes a debt, upo ${ }^{11}$ which credit is given until the delivery of the policy: and has no effect on the validity of the contract. (Angel $v$. Hartford F. I. Co., N. Y. C. App. 1:55; Audobon 2 . Excelsior Ins. Co., 27 N. Y. 20f.)

In the case of Patterson $z$. Ben Franklin Ins. (C) the Supreme Court of Penn. held that an insuratio company may be bound by a parol insurance before the policy is made and delivered, to protect the insured in the interim between taking the risk and payment of the premium and issuing of the policy. In such cases the insurance company must not only have the power to made verbal contracts, but the contract must he clearly established.

The delivery of a policy or renewal to the insured without a demand for payment of the preminm raises the presumption that a credit is intended to be givent and the policy will be binding upon the company' ( 19 N. Y. 305 ; 26 id. 460 ; 32 id. 619 ; $35^{\text {id. }} 1^{15}{ }^{1}{ }^{16}$ Me. 439 ; 42 id. 262.)
Where the applicant has been notified that payment of the premium is a condition precedent to the attaching of the policy, no contract will subsist while the premium remains unpaid, although the policy has bee ${ }^{11}$ made but has not been delivered. (I Phil. Ins. 24 ; 13 La. 539 ; 8 (Ohio, 505 ; 2 Ins. Law Jour. 449.)

Where an application for insurance is accepted, and a policy based thereon is executed by the company to take effect on that day at noon, both application and policy remaining in hands of the company. The pro perty subsequently burned. The insured paid the premitum which was accepted by the company in igntor ance of the burning of the property, and the policy was given to the insured. Held: on acceptance of the terms of the insurance the minds of both parties $n^{1 e^{t}}$, and the contract became binding upon each. (Keim ${ }^{7}$. Home Mut. F. \& M. Ins. Co., $4^{2}$ Mo. $38 ; 29$ Barb. N. Y. 312.)

Mr. May, in his treatise on the Law of Insurance, ${ }^{\circ}$ 69 , thus lays down the law of consummation of the contract and delivery of the policy :

To constitute a delivery of a policy, it is not necessary that the there should he an actual manual transfer from one party to trand other. The agreement upon all terms, and the issue and trap ${ }^{c}{ }^{c}$ mission (by the company) to the agent of a policy in accordam to ${ }^{3}$ therewith, for delivery without conditions, is tantamonnt act delivery to the insured. The delivery may be by any ${ }^{\text {ach }}$ intended to signify that it shall have present vitality. policy purporting to be signed, sealed and delivered, as req by the charter, is complete and binding as against the $p$
executing it, though in fact it remains in his possession, unless adoption act be required by the other party to signify his pion of it.
From the foregoing citations of authority, it would appear that when an insurance has been agreed upon suchen competent parties, and a policy based upon such agreement has been made out, and notice given to the insured, if the contract be complete and premium therefor paid, or duly waived by giving credit instead,
its actual manual delivery to the insured is not essential
to its validity. The company, or its agent, will hold the policy for the benefit of the insured ready for actual delivery on demand. Should loss occur, and the policy be withheld, the insured would have a remedy at law against the company. (I Arnould Ins. 40 ; ${ }^{1}$ Phil. Ins. 22, 23 ; 1 Duer Ins. 66, 11 ; ; May Ins., 89 , and numerous other legal decisions to the same effect cited by those text-writers.

## THE JOUR直AL OF COMMERCE.

In our last issue we reproduced an article from the Journal of Commerce, containing an alleged letter referring to the Citizens' Insurance Company. There was so much absurdity in both the letter and the comments in it that we could not resist the temptation. The last and of the same journal contains another editorial, and our first impulse was to treat it as we did its pre-
decessor. A second reading, however, convinced us
that whin that while A second reading, however, convinced usis readers to the extent of reproducing absurdity, it would
be ine be inexcusable on our part to reproduce mere dulness. There is not the least attempt at argument of any kind. was Journal merely denies that the letter in question Was written by its editor, and says "Tme Curonicire does not deny the fact indicated in the letter, but says that recently it produced a handsome portrait of the
late manded late manager without charge." The poet laureate says: "A lie that is all a lie may be met and fought outright,
But a lie that is half the truth is a harder matter to fight."
Our contemporary is evidently anxious to prove that its article (or the letter) is not " a lie that is all a lie," but that it is only a half lie. We have no desire to press
the the question, and will leave it to our readers to judge which of the and will leave it to our readers to judge
the descriptions is the correct one. At the sane time we do not object to give the Journal's
insinuatione insinuations a mo do not object to give the fournal's
denial. denial. There is not a particle of truth in them. The answer the letter was evidently hard pressed for an the companr recent friendly criticism of the position of into anpany when he found it necessary to distort it four years "attack," and rake up an incident three or is a cock old as a reason for this! On its very face it cally admad bull story. And our contemporary practically admits that we have made no remarks regarding for, and wany other than what were correct and called very inn which its own columns had approved, for he all) :-

[^0]last winter and spring ; views in which we have the pleasure of knowing we concur with the most experienced of our insurance managers."

We have forced ourselves very unwillingly to make these explanations. We do not think them really necessary, for whatever may be the case with the Journal of Commerce, we flatter ourselves that the reputation of the Insurance and Finance Chronicle is so well known to its readers, that any insinuation against its character will only recoil against the slanderers.

## A VERY WINDY AFFAIR.

We have amused ourselves lately by reading the report of the annual meeting of the one and only Mutual Reserve Fund Life of New York, as published in the one and only "blue and gold," alias the Insurance and Commercial Magazine. What with the oratorical display of the great and only Harper in delivering his annual message ; the bombastic telegrams from agents at Omaha, Toronto, Paris, Chicago and Podunk ; the slight-of-hand performances; with figures by " Comptroler " Reinmund ; the wise and learned special pleading of the attorneys, to prove that the alleged assets actually exist and can be located; and the touching " report" of the great and good Tyng now of Paris, the meeting was evidently a great affair-on paper. In this comection it should also be stated that the great and only Haywood, who is the standard bearer of the Association in Great Britain, came all the way over the water to exhibit a small copper coin of the denomination of one farthing. The report does not say so distinctly, but we have no doubt of course that this was the identical farthing awarded the company as damages in the much published libel suit against agent Reid of an Einglish company, who has the habit of telling the truth in vigorous Saxon.
One of the breery things which we note in connection with the meeting was a telegram from Toronto, signed "Wells \& McMurtry, general managers," which said: "Greeting to officers, members and friends at annual meeting assembled. Canada promises a round five million for 1890 . The forgers-the Bowens and whole disreputable gang of hirelings are routed, horse, foot and artillery ; " with more in the same vein. Who the "gang of hirelings" "can be, what they were hired for, and who " routed" them, we are not told. Of course the brethren assembled were rejoiced at the announcement, and probably had secret information that the routing was done by the valiant general managers who sent the dispatch, but who were too modest to say so. Whether the promise that Canada would contribute "a round five million for 1890 " refers to new members or amount of assurance, we are in doubt, but conclude on the whole that it refers to the latter, for we happen to recollect that when every insurable man in the Dominion is counted, the number will fall a good way short of that goodly number. Of course five millions of assurance will be easily picked up in Canada, for the woods are full of people eager to insure in what Wells \& McMurtry say is one of the "safest and best managed financial institutions, in the world"! The fact that during 1888 on the Canadian business the lapses
amounted to over 56 per cent. of the number of certificates issued, shows how strons is the attachment for the institution, after acyuaintance. As the enterprising managers have a matter of about a million and threcguarters to gain over the business of 1 SS9 in order to reach their five million mark, tiney will no doubt find it easy, especially when they can "point with pride" to the fact that the total new insiness of the Association in 1SS9 was over three millions less than in iSSS! They mightalso call the attention of intending insurers to the fact, that the death mate to mean amount of assurance in force has incteaserl, notwithstanding the great inflow of " new blood," from S.oz in $18 S 5$ to 10.15 in 1SS9, and that the $\$ 50.000$ on deposit with the Dominion govenment will go a long way in paying the death claims arising from somthing like $\$ 12.000 .000$ of assurance in force, over $\$ 72.000$ of which had to be paid ial ISSS.
It is worth mentioning in closing that the above report of the ammal meeting, which stated that Ex.-Gov- Rice of Massachusetts was present as a policyholder, and which quoted the words of an alleged eulogistic speech which he made on the occasion, was pure fiction, as he was not present. and is not a member of the Association at all. Verily.great is Harperian humbusgery:

## FIBST LIFE ASSURANCE FRAUDS.

Curionsly enough (says a New lork paper) the first frand on record against an insurance company is by all ords the most remarkable one. It occurred in Eushand more than a century and a half ago. and it owed its success to the wonderful power poisessed by a young woman to simuinte death at pleasure, and for days at a timac.

In 19,0 a middle-aged military man and hisdaughter were liring in mather poor circumstances in London. One might the father hurriedly summoned two or three meighbors to his daugitcr'sicedside. She was in spasms. and just before the amrizal of physicians she apparently died. The funeral took place after the usual interial, and soon the griefsitricken father moved anay: He received without question the insurance of a few humdred pounds on his daughter's life. Nut loug after, a stylish military man and his niece opened a swell mansion in Quecen square. where gambling soon became general amoang the young bloods who frequenterd the place. The host was, howeter, such a constant winuer, that a seandal soon grew out of the fact. and the games were abnudoned.

Soon after the captain's occupation thus disappeared, his nitere was seized with a vioient attack of heart discase, and within an hour or two died. The best practitionersatainable did what they cond. and finally gave a certificate of death. The fumeral was an imposing affair, and before burial the corpse was viewed by most of the large ascembly. The insurase on the young woman's life amounted to several thousand pounds.
A few ycans hater a benevolent merchant and his niece took comfortable quarters in Liverpool. They were
active in church and charitable enterprises, and woa hosts of friends. At length the merchant gave it uut that he was in finamial difficuties, and had heen obliges to borrow large sums. As partial security to his creditors he had placed heavy insurance upon his own hif. and that of his misce. At length the young woman sickened and died in the same way that hat previonty happened in Iondon. She was laid out, and for several days lay in state, the body being visited daily by friend, and the funeml leing posiponed longer than usuai. She was then buried, and the insurance soon paid ; but somehow suspicion had been excited, and not long afte all the above facts came out.-Coast Kcrica:

## DOES LIFE ASSURANCE PAY:

When credit has flown, and trusted friends have taken to the other side of the street because of a man's losies in insiness, probably through no fant of his: when ctery ray of hope for their life seenis cut off and his wife and children are poorly fed and poorly clothed: when with all that comes the certainty that with soiling fortume has come failing health, and that in a for months at the furthest he must pass away, leating his lielphess ones to battie with the world, maided ano friendless but for his forethought in securing a life insarance policy when ine was in such health and circumstances as to warrant it-lt pares!

Whea the terrible miluay collision smaps the thread of existence as if it were a silken cord, and the ${ }^{*}$ unfinisher basiness " of life is passed in review in the mind of the dying man ; when the senses are almosi extirguished and the terrible agony of the last stragsle is upon hima, and the only thought is for his little one and their mother, and he realizes that the only humari between them and abject porerty is his life insamare - Hi fays?

When the stately home is invaded by the destroyte. in the form of armelysis, the result of the despera:struggle to ward off danger from the loved ones : when the family physician stands with his hand on the ficis. cring pulse: when the family are standing around tis: bedside, waiting for the final scene : when the patieni in the moment of returning consciousness which ofte precedes dissolution, looks about him into the facese those he must leare so soon, and realizes that everythins is goile but his life insurance policy-/t jags!

When a business man has closed an honorable careta. meeting all his obligations with scrupulous exactuesand when age or infirmity has forced him to give 5. the struggle, and he finds that notwithstanding in efforts there is nothing left for those dependent upen him for the care and support which it is his duty: aeend them but the Endownent Policy, which he ver induced against his will to secure many years corlictII pays!

The United Siates Guarantec Company. recentis organized with Mr. Edward Kawlings of this cils is manager, has just been aduitted to Xlassachuselts fr business.

## financial and statistical.

## UNCLATMED BANK DEPOSITS.

We have already drawn attention to the question of the proper mode of dealing with anclaimed deposits in our banks. The present method with many hankers is to quietly write off as profit all balances which have not been claimed or dealt with for a certain length of time. Our readers may be surprised to hear that in some cases this term is only one year or eren less, and that no effort is made to find the owners of these sums. This is to our mind a fagramt disregard of the difference between meum and tumm. If a private individual were to do this with fuids entrusted to him, he would at once lose his character for honesty. And we see no season why corporations should be judged more lighty than individuals. If it is wrong for the one it is wrong for the other.
We are glad to notice that the Montreal lioard of Trade has taken this matter up. The president, Mr. J. P. Cleghorn, assured the members that when the provisions of the Banking Act were being discussed in Parliament. the Council of the Board would see that this question was brought up for the consideration of the House. They desire that banks be compelled to semd a notice to the last known address of every depositor, whose account has remained unchanged by action can his pate for three gears. Shombl that fail to bring a reply, the bank should adeertise the names and amounts in the local papers. There must le manys sums to the credit of person:; now dead, and wiose heirs are manware of the existence of the deposits. And many other circumstances may arise to cause such items to be unknown to their owners. But that is no reason why they should be handed over to the posisession of the banks. We sincercly hope that the agitation of the board of Trade will be successful.

## THE BANKING INTEREST-PAST AND FUTURE.

It is now evident that in a short time a bill for the reconstruction of the banking act of the Domimion win be hiaid before Parliament. Several conferences between representative bankers from all parts of the countre and the Minister of Finance have been held, and the views of the former presented before the members of the Prive: Council in cexcnso. So carcfully, however, have these consultations been guarded, and so well has the Minister of Fitisuce kept his own counsel, that even the enterprising newspaper correspondent has sought in vain to get at the details of the proposed bill ; but certain leading features are well known and lave been generallydiscussed be the press. The Inserancer anin finiasce Curowich: takes credit to itself for having been one of the first journals to suggest some of the more important changes proposed. That an improvement both on the Ginited States banking system and our present one may be made we are quite confident. In consdering this question a look backward will be usefus.

In $\mathrm{IS}_{7} \mathrm{O}$, when the first banking law granting charters to banks was passed, there were in Canada 153 banking houses-head offices and branches-with $\sigma_{9}$ foreign agents and agencies. These were found to $b$ bsufficient for the business of the country at that time. In asso, when the charters were renewed, we found ourselves with 294 banking houses-head offices and branches-and ${ }^{3}$ in forcign asencies, showing the growing prosperity of the country. Now, in shoo, the total number of banking houses-head offices and branches -has reached fos, with 202 foreign agents and agencies. These figures by decades demonstrate the stemdy progress of the Dominion. Canadian bankers are shrewd. far-secing men, as a c'ass, and open brancles only where they are likely to pay, and establish agencies in forcign comerres when they find sufficient estab. lished trade to make it worth while. Their judgment as to the regulations best calculated to promote futare prosperity is ohriously of some value.
It is manifestly of the first importance that the proposed revision of the banking system should secure alike the lest interest of shareholders, depositors and customers, for their interests are mutual. Withont furticer comment at this time. we may say that we are leartily in accord with the features of the proposed legislation. which, first. makes all Canadian bank notes current in every part of the Ieminion: sccend, which not only guarantes absolute security to the note holder from losis in case any bank lecomes insolvent. but which provides for prompt redemption of the notes : and which. thirdly, serures government supervision without making the government a partuer in the banking basiness.
The transactions of the Royal Mian at Syduey, Sew South Wales, in gold and silver coinage may be seen by the statement that during the eleren months of iSSg. endins with Notember. the weight of gold
 The amount of yold coin and gold bullion issucd was S15, 1SG.003. and the new silter coin issued during the same periol 5 jinsso.

In the varions provinces of Australasia there are $2 S$ banks of issuce. From a tabulater statement of their condition on Scptember joth last in the -fustralasion Insuranceand Bankinge Riccord, we gather the following iotals: Paid-up capital. SS5.jit. $i=0$ : rescre fund. $\$ 39.322 .500$ : notes in circalation, $S=6.594,110$ : dividends paid, $55,020,675$ : umdivided profits, $51,554,365$; liabinitices to the public, SSoj.C:4,405: total assects, $\$ 931,435,265$. The transinctions recorded are for the half year cuding on the above-named date.

The year $1 S S 9$ has been one of umusual prosperity in Great Britain, so far as home industries among the people and the various lines of trade are concerned. The volume of forcign commerce has also been very large, in fact exceeding by some $\$ 45.000,000$ that of the most prosperous previous year, issis. The figures show a grand total of forcign trade amomating to $53,375,354,795$, of which $\$ 2,137,925,000$ belonged to imports, and $\mathrm{S}, 240,+59,795$ to exports.

Comparison of Chief Items.

| Assets. | $\begin{gathered} \text { 3ist January, } \\ 1890 . \end{gathered}$ | 3 ist I December, 1889. | $\begin{gathered} \text { 3ist January }, \\ \text { I } 889 . \end{gathered}$ | Increase and Decrease for month. |  | Increase and Decrease for year. |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Specie and Dominion Notes | \$15,656, i48 | \$15,085,476 | \$18,933,950 | Inc. | \$570,672 | Dec. | \$3, 277,802 |
| Notes, cheques and balances due from other Canadian banks. | 8,216,086 | 1 $1,008,578$ | \$8,933,950 | Dec. |  |  |  |
| Due trom American Banks and Branches....... . . . . . . . | $11,825,942$ | 10,729,877 | 18,206,031 | Inc. | 2,792,492 1,096,065 | Dec. | 6,380,089 |
| Due from British Banks and Branch | 2,286,783 | 3,961,996 | 3,330,428 | Dec. | 1,675,213 | Iec. | 1,043,645 |
| Government Securities | 8, 1 I I, 442 | 8,153,288 | 6,462,154 | Iec. | - 41,846 | Inc. | 1,649,288 |
| Loans and Collaterals | 13,981,880 | 15,479,879 | 13,456, 128 | Dec. | I,497,999 | Inc. | 525,752 |
| Loans to Corporations Discounts to the Public | $25,605,470$ $149,335,211$ | $15,864,602$ 24, 20,422,602 | 22,516,263 | Inc. | 740,868 | Inc. | 3,089,207 |
| Discounts to the Public.............................. Overdue debts, including those secured by mortgage. | $149,335,21 ~ 1$ $3,097,264$ | $150,422,602$ $2,747,609$ | $144,314,952$ $2,629,023$ | Dec. Inc. | 1,087,391 | Inc. | 5,020,259 |
| Total Assets........................ . . . . . . . . . . . . | $3,097,264$ $247,403,915$ | $2,747,609$ $252,166,663$ | $2,629,023$ $250,215,121$ | Inc. <br> Iec. | $\begin{array}{r} 349,655 \\ 4,762,748 \end{array}$ | Inc. <br> Iec. | 2,811,206 |
| Liabil |  |  |  |  |  |  |  |
| Notes in circulation... | 30,879,961 | 33,577,700 | 31,592,373 | Dec. | 2,697,739 | Dec. | 711,412 |
| Government Ieposits, Dominion and Provinc | 7,740,683 | 3,731,258 | 13,233,684 | Inc. | $\begin{array}{r}2,697,739 \\ \hline 1,425\end{array}$ | Iec. | 5,493,001 |
| Deposits from the public....... . . . . . . | 123,878,199 | 126,243,756 | I20,426, $\mathrm{I}^{2}$ | Dec. | 2,365,557 | Inc. | 3,452,027 |
| Loans from other Banks | 2,274,584 | 2,558,302 | 2,654,3 I I | Dec. | 283,718 | Iec. | 379,727 |
| Balances due to American Bank Balances due to British Banks | 113,170 1 | 79,174 | 128,091 | Inc. | 33,996 | Iec. | 14,921 3585 |
| Balances due to British Banks | 1,457,653 | 1,057,030 | I,816,160 | Inc. | 400,623 | Iec. | 358,507 |
| Total Liabilities | 166,583,872 | 171,684,384 | 171,046,114 | Dec. | 5,100, 512 | I)ec. | 4,462,242 |
| Capita |  |  |  |  |  |  |  |
| Capital paid up | 60,315, 111 | 60,289,910 | 60,224,913 | Inc. | 25,201 | Inc. | 90, 198 |
| Reserve Fund . ${ }^{\text {Directors'.. }}$ | 20,436,332 | 20,371,332 | 19,080,565 | Inc. | 65,00\% | Inc. | 1,355,767 |
| Directors' Liabilities | 7,349,066 | 7,856,848 | 8,44, 18 | Iec. | 513,782 | Dec. | 1,094, 116 |

According to Bradstrect's, the exports of the United States for the last three months of 1889 aggregated $\$ 288,587,638$-a gain of 22 per cent. over the same months in 1888 . The export trade for the entire year 1889 exceeded that for every year since 1881 , and was 20 per cent. greater than in 1888 . The imports were the largest in amount on record, exceeding those of 1888 by 6 per cent. ; notwithstanding which the exports exceeded the imports by $71 / 2$ per cent.

As we have heretofore stated in these columns, the foreign trade of Canada for the year ending with June last was larger by over $\$ 3,000,000$ than that of the previous year, a very gratifying result. This trade, both export and import, was very naturally for the most part with Great Britain and the United States, though an increased amount was transacted with Germany, Belgium, South America and the West Indies. Selecting the countries with which the import trade exceeded $\$ 1,000,000$ each for the year ending June, 1889, we have the following results:

|  | Imports. | Exports. |
| :---: | :---: | :---: |
|  | \$42,317,389 | \$38, io5, 126 |
| Germany. | 50, 537,440 | 43,522,404 |
| West Indies | 3,692,570 | 143,603 |
| France. | - $2,228,684$ | 2,759,455 |
| China and Japa | 1,228,683 $1,964,538$ |  |
| South America | 1,324,588 | 1,488,999 |

A considerable export trade was done with Australia, amounting to $\$ 661,208$. The total value of import and export trade combined was $\$ 204,414,000$, of which over 45 per cent. was with the United States and over 40 per cent. with Great Britain, leaving the balance to be distributed among the various other countries.

An interesting case was decided recently in the Superior Court, this city, in the case of the Exchange Bank against the Quebec Bank. The liquidators of
the former bank received a cheque for $\$ 800$ drawn on $\mathrm{La}^{a}$ Banque du Peuple. The cheque was made payable to the liquidators, "Messrs. Campbell, Mathews and Stearns, or bearer," which they endorsed "Deposit." Their confidential agent, Varey, presented it at the Quebec Bank, where he was known in the above capacity, and it was readily cashed. Varey absconded with the money, and suit was brought by the Exchange Bank to recover, on the ground that the paying bank had no right to pay a cheque endorsed "deposit." The court held that the negotiability of a cheque made payable to bearer cannot be restricted or destroyed by any endorsement.

## TOTALS FROM THE NEW YORK REPORT.

The New York Insurance Report, covering the fire and marine business of 1889 , is just received. On another page we present a comprehensive exhibit of the business in the United States as compiled from the Comnecticut Report, embracing in 2 companies. We here give the totals of 153 stock companies gathered from the New York Report. The combined experience of the larger number gives practically the same relative proportion of premiums and losses, income and expenditure. Following are the totals :-
1888. 131 American Companies. 1889.

| Premiums. | \$67,463,658 | Premiums. | \$69,866,411 |
| :---: | :---: | :---: | :---: |
| Losses | 39,573,561 | Losses | 43,931,406 |
| Income | 74,620,519 | Income | 77,206,692 |
| Expenditures. | 70,137,912 | Expenditures | 75,985,45 |
| 1888. | 22 Foreign | Companies. | 1889. |
| Premiums. | 27,848,382 | Premium | 28,872,249 |
| Loss | 17,166,218 | Losses | 19,296,9910 |
| Income | 29,211,415 | Income | $30,4{ }^{11}, 14^{\circ}$ |
| Expenditures. | 26,300,370 | Expenditures | 28,996,136 |

From the above it may be seen that the excess of income over expenditure of the American companies in 1888 was $\$ 4,482,607$, while in 1889 it was only
$\$ 1,221,236$. The loss ratio was 58.6 in 1888 , and 62.8 in 1889. The excess of income over expenditure anlong the Foreign companies in 1888 was $\$ 2,911,045$, while in 1889 it was $\$ 1,415,004$. The loss ratio of the latter in 1889 it was $\$ 1,415,004$. The lo
mas 6 and in $1889,66.8$.

## THE ROYAL CANADIAN INSURANCE CO.

This popular Canadian institution presents its annual statement-the seventeenth-for the year 1889, which appears, as usual, in these columns on another page. It presents a record of increased business over the preceding year, and shows an increase in the bain in to credit of profit and loss account, while a gain in surplus of over $\$ 12$,ooo is also shown. The gross reciepts from premiums amounted to $\$ 634,735$ 92, a gain over 1888 of $\$ 35,523.42$. The total losses were $\$ 375,802.32$, the ratio of losses to premiums being almost identical with that of the previous year. The company is entitled to much credit for economical $m_{\text {nuagement, for we find that the expense of con- }}$ ${ }^{d u c t i n g}$ the business, including commissions, etc., was only about 25 per cent. of the net premium income, an exceptionally low ratio. It was evidently fortunate, as compared with many of the companies, in its inland marine and marine business, which was fairly profitable. The company has an excellent board of directors, and is fortunate in having an experienced and capable manager in Mr. G. H. McHenry, who is deservedly popular among his associates and who apPreciate his geniality and general qualities of good ${ }^{\text {fellowship. }}$

## 

Our London letter came to hand too late for $i_{\text {insertion in our pretter is came to }}$ to hand too late for
The Sun Life of Canada will hold its annual gen-
eral meeting on Friday al meeting on Friday, March 7th.
$M_{r}$ Geo. W. Hubbard, for many years comrected
With. Geo. W. Hubbard, for many years conrected
beene home office of the Etna Life of Ha:tford, has
been elected assistant secretary.
The losses by church fires in Canada for five years, fosses by church fires in Canada for five
to a total January, 1885, to January, I890, amounted to a total of $\$ 344,600$. According to the Argus, Chicago is to have a new fire insurance company with a capital of $\$ 250,000$, with M. T. Green as president, and T. E. Gilpin secretary. Mr. W. J. Landers, of San Francisco, has been appointed by the Sunders, of San Francisco, has been
for the Isaific Coast as successor to Mann \& Wilson.
Agency appointments.-Mr. J. Frith Jeffers has

National and the agent at London (Ont.), for the
ston, for the Mr. R. McCann at King $\mathrm{M}_{\mathrm{r}}$.he same companies.
$\mathrm{arch}_{\mathrm{r}}$. C. C. Hine, the well-known and genial patri-
week, look inonitor of New York, was in Montreal this
trim, He looking well and feeling in his usual working He was accompanied by his estimable wife.

Mr. James Watson, who has been manager of the Scottish Provident Institution for 52 consecutive years, has retired from the position. He is said to be the senior insurance manager of Great Britain.
The January fire loss in the United States and Canada is given by the Commercial Bulletin at $\$ 9,179,-$ 300 . The loss for the corresponding month in 1889 was $\$ 6,898,700$; in January, 1888, it was $\$ 16,040,000$, and in $1887 \$ 11,55^{\circ}, 000$.
Mr. Joseph Garner Smith, formerly the London manager of the Scottish Assurance Corporation, has been appointed superintendent of the new accident and guarantee department of the Glasgow and Londen Insurance Co.
As we go to press we regret to learn of the death of Mr. Morris Robinson, of the insurance firm of M. \& T. B. Robinson at St. John, N.B., which occurred on the 2 2nd ult. We shall speak of the sad event more at length in our next issue.
Mr. J. P. Cleghorn, the popular president of the Montreal Board of Trade, and head of the well-known firm of J. G. Mackenzie \& Co., has been elected a director of the Sun Life of this city as successor to the late Mr. Thomas Workman.

We shall be pleased to quote prices to such of our advertisers as have not already made arrangements, and who desire to do so, for space in every issue of The Chronicle. As heretofore stated, the old rates are for monthly insertion only.

Wanted, a thoroughly reliable, live man to act as superintendent of agencies for a large life office. To the right man a favorable contract will be given. For particulars address " Superintendent," care of The Insurance and Finance Chronicle.

The German fire insurance companies have found combination necessary for self-protection. Fourteen of the leading companies recently met at Berlin to consult with reference to united action and general co-operation, which, it is said, is likely to come in some form.

Mr. E. P. Heaton, general manager of the Citizens' Insurance Company, has appointed Mr. Stewart, ins. ect or of agencies for that company. Mr. Stewart has. for several years been connected with the company at the head office, and the appointment is one to be commended.
The B'nai B'rith, a Jewish fraternal order, which has an insurance attachment on the assessment plan, is in a bad way with the San Francisco branch, according to the Coast Review, which says that the rate has got up to $\$ 40$ per $\$ 1,000$ of insurance, and still climbing.
The very latest insurance novelty is the proposed organization in Massachusetts of a company, with capital stock, to insure professional men, especially doctors and lawyers, against claims under suits for damages. A weather insurance company now would supply a long felt want.
The Board of Fire Underwriters of Boston has agreed to recommend an increase of the tariff rate in the dry goods district of that city. If 85 per cent. of the capital represented by the companies comprising the Board agree, as it is said will be the case, the revision will take place.

Our Dublin contemporary, the Irish Insurance, Banking and Finance Journal, now in its fourteenth year, will hereafter appear as The F̈nance Inion, and be issuted from London, retaining effices also in Dublin. We wish our contemporary success under its new name and changed condition.

To the agents of the Glasgow and London.We beg to inform the agents of the above company that we have no present arrangement with the company with regard to copies of The Cinkonicles for the various agents. The one we had was for the year 1889 , which expired with Dec. 3ist last, and will not be renewed.

A recent press dispatch from Vienna states that a leading Austrian life assurance company has entirely dispensed with medical examinations. Instead, the applicant is required to make a formal declaration with regard to his physical condition. Whether false or mistaken statements work a forfeiture of the policy we are not told.

Mr. R. Croft Hulme, for some time representing the Manufacturers' I, ife in the Province of Quebec, has been appointed inspector of the same company for Eastern Ontario, with headquarters at Belleville, his old home. Messrs. Selby \& Rolland succeed Mr. Hulme in this Province, and will also represent the accident department of the company as heretofore.

The Insurance loss by the burning of the Toronto University, was \$164,000, and equally apportioned among the following companies at $\$ 13,666.67$ each: Atna; British America; Hartford; Citizens ; Hand in Hand; City Mutual and Fire Exchange; Perth Mutual ; Queen; Royal Canadian; Queen City ; Royal ; and Western.

The City Council of Boston has under consideration an appropriation of $\$ 100,000$ for the extension of the high pressure water service of that city. The mayor has also appointed a special commission, at the instance of the underwriters, in conjunction with the architects and building inspector, to revise and recommend additions to the present building laws.

A special offer. - Any agent sending us the names of three new subscribers for the Insurance and Finance Chronici, , with $\$ 6.00$, will receive free a copy of "'Griswold's Fire Agents Text-Book," price $\$ 2.00$; or, if preferred, a copy of Tabor's "Three Systems of Life Insurance." Every insurance agent in Canada needs and should have The Chronicis at once.

Mr. F. Stancliffe, the able and popular general manager for the Dominion of the British Empire Life, has returned from Great Britain, looking remarkably well after his trip. Judging from appearances, the roast beef and other good things of Old England have agreed with him, and he is evidently in prime condition for good work and plenty of it.

An error so obvious as scarcely to be misleading occurred in the table printed in our last issue, in connection with the Dominion Life, in giving the 1889 business of the Canadian life companies. In stating the net amount of assurance in force for 1888 the Dominion Safety Fund was confounded with the Dominion Life, making a somewhat startling contrast with the figures of 1888 and 1889 . Inasmuch as the latter company was not in existence in 1888, the nearly two and a half millions of assurance purporting to be in force at the end of that year was manifestly a little "off" for a company reporting only $51 / 2$ month's business. The Dominion Life as a new company has made a good beginning, and is fully entitled to this correction.

The aggregate of life assurance written during 1889 by 41 companies of the United States amounted to $\$ 802,000,000$, in round numbers, under 261 , the policies. The total amount written in 1888 by thl same companies was $\$ 645,000,000$. The industruad companies wrote about $\$ 182,000,000$ in 1889 and issuid 1,749,000 policies. The amount written by them I 888 was $\$ 179,000,000$.

The Directors of the Prudential of London have responded to the memorial of the agents of the company for increased compensation by denying the request. They say that "had the terms now proposed been thest existence during recent years, the results of the last valuation would have shown a loss, and the directors would have been unable to grant those increased bent," fits to the assured which were so highly appreciated."

We are in receipt of the well-known Post Maga zinc Almanac for 1890 , more than usually full of good things for everybody interested in insurance, thougg the information contained is by no means of exclusivy interest to underwriters. The Almanac is a Directory and Year Book in a comprehensive sense, and of valuable acquisition to any library. The place publication is No. 4 Wine Office Court, Fleet Street, London.

The Canadian Millers' Mutual, a Toronto fire insurance company on the ordinary mutual plan, incorporated in Ontario, had the assurance to go before the banking and commerce committee of the Dominio Parliament, with a bill authorizing it to do busines anywhere in Canada. The bill has been summarily thrown out by the committee, who do not favor grant ing special privileges to one company over others of the same class.

Good for the Royal Canadian.-"The Royal Cana dian directors were able to report a premium revenue ${ }^{3}$ quarter of a million in excess of fire losses, to pay their shareholders a dividend, and to carry a respectable balance to the surplus. The insurance business has not been over profitable in Canada for some years, which makes such a showing from a large compaly especially gratifying."-Gazette, Montreal.

Among the callers on The Chronicle recently were Messrs. H. D. P. Armstrong, Toronto ; J. D. Huston, Lancaster ; R. H. Matson, Toronto ; J. Mr Norseworthy, Ingersoll; David Smith, Quebec ; A Thayer, Toronto ; Frank Gilliott, Ottawa ; Geo. A. Watson, of the Spectator; Mr. Sanderson, Toronto ; J. Williams, Brockville ; G. W. Baker, Aultsville ; Jj Lowndes, Gaspé Basin; C. J. Fortin, Beauharnois and J. R. Thibodeau, Megantic.
The London Fire Brigade has been re-inforcel during the past year with new apparatus and 113 ne men. The brigade now has 55 land fire-engid 6 stations; 4 floating stations; 27 hose-cart stations: ${ }^{14} 8$ fire-escape stations; 7 steam fire-engines on barges; land steam fire-engines; 78 manual fire-eng ( 6 inch ), 17 smaller; $31 / 4$ miles of hose; 1 set propelling fire float; 7 steam tugs; in barges; 174 fire-escapes; 9 long fire-ladders and vans; 122 watd boxes ; 700 firemen ; 131 horses ; 72 telephones betw fire stations; 55 alarm circuits around stations, 365 call points; 21 telephones to police stations, 41 to public and other buildings. Of the 700 men, are employed on the several night watches and III the day watches.

The number of calls for fires on the fire brigade false London during 1889 was 3,13I. Of these 594 were ${ }^{5} 53$ fires resulting 199 for chimney fires. There were loss. Thes resulting in serious damage and 2,338 in slight the anne number of fires show an increase of 267 over portionual average of the past ten years, but the produring of destructive fires has gradually grown smaller four perse five or six years past. During i 889 fortyburned or slost their lives from fires, 14 of whom were men were suffocated in the buildings. Only two firewere killed during the year and io4 injured.
A very handy and useful volume to have at hand is the Insurance and useful volume to have at hand
Finch for 1889 , compiled by John A. Finch of the Indianapolis bar, and published by Rough
Notes, in cited in the columns of which journal the cases here printed on Consistin on extra heavy paper and handsomely bound, decisiong of about 200 pages. This digest of court classified embraces cases in all branches of insurance,
topics, under separate headings. The index is by very complone of the best we have ever seen, while a reference cete "Table of Cases," in addition, makes easy.

Life Assurance in Australasia, as we gather from the last numbence in Australasia, as we gather from
Shows some of the Australasian Insurance Record, that the de improvement over the business of 1888 , in Come and aneasing tendency seems to have been overing compan upward movement begun. The followbusiness farisons will serve to show the status of the

| New Assurance. | New Premiums | Total Income. |  |
| :---: | :---: | :---: | :---: |
| 1886..... \$43,746,280 |  | \$10 | 6.01 |
| ${ }^{1887} \ldots \ldots \cdot 49,326,755$ | 1,410,080 | 11, 857,215 | 6.06 |
| 1888.... $48,343,820$ | 1,372,495 | 12,909,515 | 5.98 |
| ${ }^{1889} \ldots \ldots \cdot{ }_{4}^{42,944,740}$ | 1,311,840 | 13,905,635 | 5.91 5.95 |
| 43,452,710 | 1,287,655 | 14,834,585 | 5.95 |

$M_{r}$. E. A. Lilly, favorably known to the under-
and Simp fraternity as manager under Messrs. Denholm ance Coms, the general agents of the Guardian Assurof the Lompany, has been appointed Dominion manager $\mathrm{Mr}_{\mathrm{r}}$. C. London Assurance Corporation as successor to chronicled Foster, whose resignation we have already Manager Clunes. Lilly was appointed by General States Maner Clunes, on the recommendation of United personally with Marks, who visited Montreal to confer a selection with the various applicants before making on the acquisit congratulate the London Assurance underwriter acquisition of so energetic and popular an
assume contriter the Canadian field. Mr. Lilly will trol on April ist.
According to the annual report of Messrs. Perry and Poirier, the the annual report of Messrs. Perry $\$ 348$, I 34 , total loss by fires in the city for 1889 was 534 . Th4, and the amount of insurance involved $\$ 289,-$ recklessness commissioners take occasion to criticise the paniessness, as they term it, of some of the comfires that have taking of risks, and declare that " many be attributed occurred during the year are solely to regardless of to the reckless mode of accepting risks the applicant inspection, either as to the character of is a sweeping the value of the effects insured." This question, for assertion, the accuracy of which we are panies doine think it wide of the mark. Of the 33 are especially business in Montreal, three, unnamed, come the comparged with the above bad practice,
${ }^{c}{ }^{0}$ mpanies companies, gentlemen, and relieve other from unjust suspicion.

A vacant place in the ranks of insurance journalisml is made by the death of W.H. Wells, proprietor of the Insuranci Noas, of Philadelphia, which occurred on the 12 th ultimo, at the age of 43 . Although educated for the legal profession, Mr. Wells preferred journalism, and for several years conducted the insurance department of the Philadelphia Itcm, dividing his time between that paper and the Insurance Nezes, which he founded in 1883. He was a good writer and a genial friend.
Mr. George A. Roberts has been appointed manager under Messrs. Simms \& Denholm, general agents of the Guardian for the Dominion, as successor to Mr. E. A. Lilly who takes the management of the London, as stated elsewhere. Mr. Roberts has had a good training under Mr. R. W. Tyre, manager for the Northern, and formerly manager of the Phœnix. Mr. Roberts was in the service for the Phonix from 1880 to 1883 , when he went to the Citizens as chief clerk, remaining with that company until 1887. When Mr. Tyre left the Phœnix to become manager of the Northern in 1887, Mr. Roberts returned to him, and occupied the position of chief clerk in the Northern, which he now leaves to enter the service of the Guardian. Mr. Roberts is well posted, energetic and pushing, and we wish him abundant success in his new position.

One of the largest Life Insurance Companies in the world, issuing every class of Policy, as well as an entirely new one to meet the necessities of the middle and working classes, at one-half the usual rates; wants a General Agent at each of the following towns, to take large territory, and work with or without Local Agents. Most liberal arrangements will be made. Prescott, Walkerton, Owen Sound, Georgetown, Dunnville, Carleton Place, St. Catharines, Cobourg, Simcoe, Picton, Peterboro, Napanee, Port Arthur, Brockville, Goderich, Belleville.

Address, Life Company, Insurance \& Finance Chronicle, giving reference, age and past occupations for five years.

## Banque ville Marie.

Established 1873.
Heail Office: Montreal.
 Reserve, $\quad \mathbf{2 0 , 0 0 0}$

## DIRECTORS.

W. Weir, President.
J. G. Davie, Vice-President. Godfrey Weir
John McIDougall.
W. Strachan.

Ubalde Garand, Cashier. branclles.

Berthier. . . A. Gariepy. Hochelaga. . Geo. Dastous. Hull........... Le Blanc. Lachute.....H. Frost. St. Césuire.. M. L. J. Lacasse. Louisville...F. X. O. Lacour-
Nicolet ..... C. A. Sylvestre. Pt. St. Charles, M. J. E. Wall St. Jerome .G. Laviolette.

AgENTS AT NKW yokk.
The National Bank of the lepublic and Ladenburg.Thalruann \& Co.

Union Bank of Canada.
Establielled 1so..
HEAD OFFICK. Q DIRECTOR: Andrew Thomson, President. E. J. Price, Vice-Pru-ident. Hon. Thos. McGreevy, E firoun, 1). C. Thonsom, E. J. Hale, Sir A. Cushier

$$
\begin{aligned}
& \text { Webb, Cashier. } \\
& \text { Forkitis AGENTS. }
\end{aligned}
$$

fon-The Alliance Bank Limited.
Liverpool-Bank of Liverpool, Limited.
New York:-Natiomal Park Bk Boston-Lincoln National Bk. Minneapolis-First Nationa Bank.
branclle:
Alexandria
Iroquois.
Merricksvill
Montreal
Ottawr.
OttiNR.
Smiths Falls.
Toronto.
Toronto.
W. Winchester.

Leithbridge, Alberta.

## Cforrespondence.

We do not hold ourselves responsible for views expressed by Correspondents

## CITIZENS' INSURANCE COMPANY.

To the Editor Insurance and Finance Chronicife : SIR,
My attention has been drawn to your article having reference to " a letter rescued from obscurity" in your issue of the 15 th inst. If the letter in question is really so nonsensical as you deem it to be, one would think that the sooner it were consigned to ollivicn the letter! My present purpose, however, is not with the letter, whether gocd, bad or indifferent, so to speak, but with your own treatment of the Citizens Insurance Company. You are apparently surprised by the intimation that you are supposed at any time to have attacked the company or its management.

I have not the previous number of your journal at hand at this moment, but if my memory is not at fault, your previous article conveyed the clear intimation that the Citizens Ccmpany was in a most critical condition, from which it could only be saved by adopting 1 l:e 1 eroic process suggested by yourself, failing wh ich, your readers were l ft to infer that nothing but dire disaster might te anticipated. This most $d: m a l$ ic ue of the supposed conditicn of things you hold is not to be taken as an attack upon the previous management of the company. Well! "doctors differ ;" for my part I consider your representation to be a flagrant distortion of facts, - that a ccmpany that is able to pay dollar for dollar for all its liabilities to the public, and considering the ability of its stockholders, is second in financial strength to no other Canadian company, cannot truthfully be said to be, so to speak, on its last legs, and I am not singular in my opinion. Whether the Superintendent of Insurance was justified or not, in requiring a call to be made upon the stockholders in 1888 it is now useless to discuss, but the occasion was availed of, led on by certain of the shareholders themselves, to raise a hue and cry against the company and management, for the one involves the other, which was joined in by some persons connected with competing companies, and much gratuitous advice was tendered upen the occasion. The practical result is seen to-day in your columns.

In your tabulated comparative statement of the business of the Canadian Life companies, it appears that that of the Citizens in 1889 has fallen off $371 / 2$ p.c. below that of the previous year, whereas had no adverse clamour leen raised against the company, I am confident there would have been instead of a loss a gain of 25 p . c., making a difference of $621 / 2 \mathrm{p} . \mathrm{c}$.

According to my judgment, what the company needs most is to be let alone, there has been far too much writing, talking, and advising about the Citizens. There is not an underwriter in the city, I will venture to say, who would not willingly, not to say gladly, prescribe for it the sovereign remedy of speedy dissolution, and doubtless would even go the length of sending garlands to its obsequies !

In one final word, let me repeat with emphasis, what the Citizens needs of its friends is to be let alone, and it will take care of its enemies ; it does not deserve your censure, and it will thrive without your praise.

HENRY LYMAN
[The above is fully answered elsewhere in this issue. Mr. Lyman, as former president of the Citizens, had no doubt so much nursing and coddling to do, that he feels a mother's interest in the institution and can see no faults in it. He will find it difficult, however, to convince outsiders that the Superintendent of Insurance, the Insurance Press, the agents of other companies, the policyholders of the Citizens, and even its stockholders also, are all in the wrong, and only the mother right.-Eid.]

## THE AMERICAN STEAM BOILER INSURANCY COMPANY.

(The Spectator, N. Y., Feb. 2oth.)

Started in 1883 with a capital of $\$ 200,000$, the American St Boiler Insurance Company of New York, by its annual state of ment just made, is shown to now possess a paid-up capita idy $\$ 500,000$, admitted assets aggregating $\$ 1,427,256$. So rap has the business of the company extended in the past $\mathrm{six}^{y^{2}}{ }^{20}{ }^{a^{9}}$ that the re-insurance reserve has increased from $\$ 4^{\circ}, 226$, $3^{\text {rish }}$ reported in 1884 , to the large sum of $\$ 582,112$ on December $\$ 65$, 1889. Meantime the premium income has increased from? is 212 to $\$ 507,94 \mathrm{I}$, an extraordinary growth. That is to say, in ${ }^{\text {g }}$ years the business has grown more than nine-fold.

The literature of the company says it was organized for the $\mathrm{p}^{\text {ur. }}$ pose of giving indemnity to steam users in case of disaster arising from the explosion of steam boilers. The company assumes the liability of the steam user if his boiler explodes, by paying what ever damage he may be liable for, whether it is for destruction of property owned by himself or by other f ersons, or whe All his liability is for killing or nounding his fellow-man the risks come under the protection of the policy given by ${ }^{\text {dit. }}$ American Company, and all losses are paid with pronptitu jits Having large amounts at risk, the company naturally, for own protection. inspects the boilers of the assured with vigian ${ }^{\text {b }}$, and care. It has a thorough system of inspection, wh the of course, reduces the cost of insurance, and renders ${ }^{\text {d }}$ des existence of the company a blessing to the community $\mathfrak{u}^{\text {d }}$ to the accepted principle in political economy, that losses save as the individual are a saving to the community at large. this $^{\text {is }}$ compared with other branches of insurance, the losses of for company are very insignificant. Its main expenditures an is id inspection. The conduct of the steam boiler insurance ${ }^{i s} \mathfrak{i t}^{i s}$ direct contraposition to the old idea of insuring the risk as ${ }^{\text {the }}$ found. The idea maintained by this company is to improve ${ }^{\text {the }}$ risk so as to prevent losses. This plan, therefore, is ${ }^{11}$ pro direction of benefiting mankind generally, by scientifically $P^{p^{c}}$ tecting the property of the insured by means of frequent ins $p^{n^{\circ}}$ tions, which necessarily tend to prevent loss. of life and $p$ perty.
The president of the company is William K. Lothrop, a ran underwriter. The active management rests in the of William E. Midgley, vice-president, and Vincent R. Sche dily secretary, who have demonstrated their ability in satisfactorid conducting a corporation possessing large funds and requir sagacious management, as does the above-named con ${ }^{\text {an }}$ The directors embrace some of the nealthiest and most pron faith ent business men in New York, all of whom have sincere in the continued prosperity and permanence of the company.

The American Steam Boiler Insurance Company is representegh in Canada by Mr. R. Flaherty, 27 Imperial Building, Monsin Sin $^{\text {th }}$ and has for an Advisory Board in Canada: Sir Donald A. S K. C. M. G., M. P., President of the Bank of Montreal, Chairn Mr. R. B. Angus ; Hon. Henry Starnes, M. I. C. ; J. K. $\mathrm{Pa}^{1 \mathrm{l}^{9}}$ Q. C., Toronto ; Hon. A. G. Jones, M. P., Halifax ; John H. Pald Esq. (Wm. larks \& Son), St. John, N. B. ; and C. W. Weld Q. C., M. P., St. John, N. 1 .

Wanted. A thorough business man, $\mathrm{tw}^{\mathrm{enth}}$ years a esident of Montreal, with three yea Fire Insurance experience would like to hear an opening in a good Company as Inspector Well acquainted with the Country and speak French. Address, Scotchman, Insurance Finance Chronicle Office.

INSURANCE \& FINANCE CHRONICLE.

## 烈rgal anntelligence.


Supreme Court, Tenniessef, i889. Morton vs. Hart Bros.his stiff applied to defendants, insurance agents, for a policy on
a stock of goods. He directed them if they could not give him polig company to send his money back. They sent him a policy in the Louisiana Insurance Company, of New Orleans, for the hundred dollars. That company had not complied with the law of this State, making it unlawful "for any insurance Company not organized or incorporated by the laws of this State, to transact any business of insurance in this State, dred th agents or otherwise, unless possessed of at least two hunat least ousand dollars of paid-up, actual cash capital, of which of the one hundred thousand dollars shall be invested in bonds of the United States or some one or more of the States, reckonpany, same at their current market value, nor until such comhave filed adition to the other requirements of this article, shall ment with the commissioner of insurance a written instruacknowly signed and sealed, authorizing said commissioner to provisionge strvice," etc.-(M. \& V. Ccde 2565) nor with other in this i touching foreign insurance companies doing business Companyte. The goods were lost by fire, and the insurance were iny is insolvent. So that it follows that the defendants
Were undertaking to do an unlawful and prohibited business.
of the undertaking they must be held to guarantee the solvency
of our stacern they represent to the extent of the requirements
$l_{\text {aw }}$ was intes as cited, and that losses will be paid here. The
$\mathrm{him}_{\mathrm{im}}$ was intended to protect the citizen policy-holder and give
Worth twoss in the courts of the State. If the company was not
tal, the unundred thousand dollars in actual paid-up cash capi-
benefit undertaking of the agent supplies that want for the
ond to the insured, and if a loss occurs the agent must res-
$H_{i s}$ wronge assured and look to his principal for indemnity.
it. The ful act has brought about the loss, and he must sustain
defendants charge of the court on the second trial, "That if the
not compls knowingly insured plaintiff in a company which has
sidered blied with the laws of the State, this fact might be con-
was error by the jury in determining defendants' negligence,'
pliance with The charge on the first trial was in substantial com-
to set with the law as stated in this opinion, and it was error
judgment is the verdict and judgment for plaint iff. The last
costs.

[^1]contract, binds the Company by any act, agreement, waiver or representation within the ordinary scope and limits of insurance business, which is not known to the insured to be ouside the authority granted to the agent.
2. That an agent of a Mutual insurance company authorized to issue a policy of insurance and consummate the contract, and who is informed by the applicant that a part of the property is on the right of way of a railroad company, and with his own hand fills in the blanks in the application for the policy, and with knowledge of the condition of the property writes, "Yes," as an answer to the question, " Do you own the land in fee simple?" Such act by the authorized agent waives for the Company the stipulation in the policy, that it shall be void if any misrepresentation be made as to the title or condition of the property.
A Leadıng Life Insurance Company issuing Life Policies at one-half usual rates, with monthly payment of premiums, giving guaranteed Maximum Insurance for Guaranteed Minimum cost, wants a Local Agent in every Town and City of Ontario. This plan is practically the principle of Fire Insurance applied to Life Insurance, is easier worked than the former, and will produce a larger income to agents. This is the only Company transacting this class of Insurance in America. Address, Insurance Manager, care of Insurance \& Finance ChronicLe, stating references, age, length of residence in town applied for, and present occupation.

## MUNICIPAL DEBENTURES,

## QOVERNMENT AND RAILWAY BONDS INVESTMENT SECURITIES,

BOUGHT AND SOLD.
Insurance Companies requiring Securities suitable for deposit with Dominion Gooernment or other purposes, can have their wants supplied
by applying to R . WILSON SMITH,

## British Empire Buiiding, MONTREAL

Debentures and other desirable Securities purchased.

## Tlies Stamand liie ssmanace fo.

$$
\text { ESTABLISHED } 1825 .
$$

## Quinquennial division of Profits as at

 15th November, 1890.all assubing nct bane for one fule year's shabe.

W. M. RAMSAY, Manager,

MONTREAL.

# Mercantile Fire Insurance Company. 

For the year ending 31st December, 1889.

To the Stockholders of the Mercantile Fire Insurance Company: Gientremen.-Your Directors, in reporting to you on the business transacted during the year ending 3 1st I ecember, 1889 , have much pleasure in stating that the total volume of the business is again in excess of that of the previous year, and although our fire losses were unusually heavy, we are nevertheless enabled to carry a fair average amount to reserve, after paying your usual annual dividend of ten per cent. on the paidup capital.
The number of Policies and Renewals issued during the year is 7,391 for insurance amounting to $\$ 7,935,944$, on which we received for premiums the sum of $\$ 104,524.93$. We also received for interest on our investments the sum of $\$ 3,949.17$, which makes our total income for the year $\$ 108,474$. 10 .

Our expenditures for the year are as follows:
laid Losses for the year.............................. $\$ 59,68166$
Agents' Commissions and Bonuses................... 16,99441

Adjusting losses and Inspecting Risks............. I, 171 50
Re-Insurance and Cancelled Premiums............ ${ }^{1} 5,12575$
Books, Stationcry, Postage, I'rinting and Advertising.
Books, Stationcry, Postage, I'rinting and Advertising. 2, 17579 Government Charges. 26233 Rent, Taxes, Fuel, Light, and Cleaning............ $638 \quad 63$ All other Charges 929.37
\$10I,922 69

Gross Assers of the Company at the close of the
year................................................. $\$ 100,47^{13}$ Liabilitiliss :


The total Insurance in force on the 31 ist of December, was $\$ 9,336,830$, and the Re-Insurance liability thereon, $\$$ 109.67.

The Secretary's statements of the Receipts and Disburser ments, Assets and Liabilities, the Certified Report of yo Auditors, and a list of the stockholders of the Company, for the amount of stock held by each, are herewith submitted your information.

## On behalf of the Board,

I. E. BOWMAN, President:

FINANCIAI, STATEMENT.


The amount deposited with the Treasurer of Ontario is $\$ 20,129.00$. Audited and found correct.

## AUditors' report. To the Stockholders of the Mercantile Fire Insurance Company:

Gentlemen,-We have the honor to report that we have Account careful examination of your Secretary's Books of Account, comparing the original applications with the entries of the items, and the posting of the same, comparing likewise all same.
We have also examined the original securities representing with thpany's investments, and we have computed their value
It the accrued interest as at December the 31st, i889.
and affords us much pleasure to certify that the Balance Sheets are Statements of Assets and Liabilities herewith submitted are correct, and of Assets and Liabinties Secretary's Book of Account t, and we would add that the Secretary's Books of creditable are kept in a very neat and intelligible manner, alike reditable to himself and his assistants. All of which is respectfully submitted,

ISRAEL D. BOWMAN, Auditors.
Waterloo, Jan. 28th, $\begin{gathered}\text { THgo. }\end{gathered}$
minutes of annual meeting.
Stockholders holding $\$ 90,000.00$ of the subscribed capital were present.
The President, Mr. I. E. Bowman, M.P., occupied the chair, The P. H. Sims acted as Secretary of the meeting.
forege minutes of last meeting were read and approved. The The Preports and Financial Statements were then read.
that it President in moving the adoption of the Reports said the Fin was not necessary to make any lengthened remarks, as year's bucial statements show a favorable result of the past that of the pess, and though the success was not so marked as
the paid the previous year, yet the usual dividend of 10 per cent. on
and after capital of the Company had been declared and paid,
$\$ 3,764.22$ providing for all liabilities the substantial amount of The rias been carried to rest
$\$ 20,000$ reserve over all liabilities, including capital stock paid-up, Which is $I_{50}$, and reinsurance liability of $\$ 46,109.67$, is $\$ 30,285.61$,
$\mathrm{Mr}_{\mathrm{r}}$. $\mathrm{I}_{5} 50$ per cent. of the paid-up capital.
adoption of Shuh, Vice-President, seconded the motion for the Moved of the Report.-Carried.
M. Moved by Mr. John Shuh, seconded by Mr. F. W. B. Suider,

Lockie be carried-That Messrs. F. Colquhoun and James
and counting are hereby appointed Scrutineers for receiving
The S
We, scrutineers reported as follows:
mee, the undersigned, beg to report that the following gentle-
Messrs. I been duly elected Directors for the present year:
D. S. Bowl. E. Bowman, M. P., Robert Melvin, George Moore,
J. H. Weblby, M.D., John Shiuh, E. W. B. Snider, M.I.I., and Februb, M.I).
February Ist, i8go.

## F. COLQUHOUN, $\}$ scrutineers JAMES LOCKIF,

Moved JAMES LOCKIE,
Jackson, by Mr. R. Melvin, seconded by Mr. Henry F. J. Hilliard, and carried :-That Messrs. 1. D. Bowman and Thomas year. be and are hereby appointed auditors for the current Mo
and carried Mr. James Lockie, seconded by Mr. Wm. Snider, interestried:-That this meeting deems it advisable in the made upon the Company that a further call of ten per cent. be view of the subscribed capital stock of the company with a hereby of taking out a Dominion License, and the IDirectors are reby authorized to take the necessary steps for that purpose.
friend foregoing motion elicited considerable discussion of a opinion and unanimous nature, and a very strong expression of furthercall of the paid-up capital should be increased by a was distin of to per cent. and a Dominion Jicense taken out. It not so much mexpressed by the meeting, that the object was enabled to to increase the business of the company, but to be guarantee make a better selection of risks, and still further Moved the profitable nature of the business.
Hendry, by Henry F. J. Jacksou, seconded by Mr. Charles to the and carried:-That a hearty vote of thanks be tendered valuable President, Directors, Officers and Agents for their Year. The
and re Board of Directors met at the close of the Annual Meeting, Shuh Vice-Pred Mr. I. E. Bowman, M. P., President, and Mr. John - Vice-President of the Company.
P. H. SIMS, Secretary.

## Preliminary Statement

OI THE-

ONTARIO
MUTUAL LIFE,

## ESTABLISHED 1870.

## DOMINION DEPOSIT \$100,000.



Increase over 1888
4,818

## LIBERAL CONDITIONS OF POLICIES,

I. Guaranteed surrender values; in cash or paid-up insurance.
2. One month's grace for payment of premiums. 3. No restriction on travel or occupation. 4. Policies indisputable after two years. 5. Lapsed Policies may be revived within twelve months of lapse. 6. Dividends yearly after third year.

## I. E. BOWMAN, M.P., President. WM. HENDRY, Manager. W. H. RIDDELL, Secretarv.

## KOYAL CANADIAN INSURANCE CO.

## KIIPORT OF THE DHK:CTORS

For the Viar couding jast Diccomber, asisg.
The Directors have site gleasure of prementing the sevententh
 liecembier, isig, together with the Auditor's rejort thereon. H:avencte

J.oses, fire and marine, ineluding an
apyropariation for all claims to sist 1)ecember

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## J. FLYNN, Chief Agent,

26 Vitterla Street, arcaje beilsiag.
TORONTO.
SECERITY.
The Natural System of Lufe Insurance. THE DOMINION
Safety Fund I.ife Association, ST. JOHN. H.B.
FUII FONATEvION DEPOSIIS.
Tho only Regular Company in tho Dominion devoied to the busincss of puro Lite Insurance.
PRACIICAL EXPERIENCE USPARALLELED RESULTS.


 SPECIAL FEATURES.
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Commernded asul fienforxvi by ifor finwingice Itrme of Camada.




## Conkecticut Fire Insubahige Coy OF HARTFORD. CONN. CASH CAPITAL, ONE MILLION DOLLARS. CASH ASSETS, TWO MILLION DOLLARS.

1. D. BROWNE, $\underset{\text { l'resiticnl. }}{\substack{\text { CHARLES R. BURT, } \\ \text { Secretary. }}} \quad$ L. W. CLARKE,

Arshiecticis.

## The Equitable Life <br> Assuramio Siciety of the U.S.

Next year the I:quitable Society will begin to pan Dizidends on its 20 year Tontine policies. If the experi ence of the preseat $y$ ar eorresponds with that of the yoar just ended, the results of these policies will be as follows
Tontine Profits.

1. On $20-$ payment life 1 rolicics. and on Endoumants, a cosh surrender tutuc equal to all the premimms paid, with Compound Interest at raics vars ins from $3!+$ to 5 per cent. per annum.
2. In cuery instance a cash return exceedins the amount invested, making the cost of the assurance in the least favorable caros less than the intorest on the premiums paid.

| Examples: |  |  | ${ }^{20}$-Payment Life Policics |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }^{20}$ Year Endowment Poicics |  |  | ${ }_{30}$ | ${ }_{\text {¢ }}^{6622}$ | \$909 |  |
|  |  |  | 40 | ${ }^{756}$ | ${ }_{1}^{1,204}$ |  |
| ${ }_{\text {rax }}$ | cis | Name |  |  | 1,746 | 2,400 |
| \$992 | \$5,706 | $\$_{3,630}$. |  | Crdiaary | ife Po. |  |
| 1,018 | 1,746 |  |  |  |  |  |
| 1,060 | 1,813 |  |  | \$965 | \$573 | \$1,2;0 |
| 1,128 | 1,932 | 2050 | O | 6 |  |  |
|  | 155 | 3,000 | so | 970 | 1,387 | x,930 |

The Societs issues policies for any round amount fro:n $\$ 1,000$ to $\$ 100,000$. The latest iorm is designated
The Free Tontine,
anu is a simple promisc to pary: and has wo conditions o:z the burd. It is incontestable after two years; non-forfeitable after three years; unrestricted as to trancl and eccupation after one year, and gives a choice of six methods of settiement at the end of the Tontine period.
The Society also issues a new investment anal Indemmir.. Boned.
under which a safc and profliable nut entment is combined with the miost liöcral form of mife assex.ne: catant.

This Bond is payable at maturity in cises or a:i:; be cextended at interest.

Assets, \$105,000,000
Liabilities, $82,500,000$
Surpius, $\$ 22,500,000$

Income, $\$ 30,000,000$
New Assurance, $\$ x 75,000,000$ Outstanding Assurance, $\$ 625,000,000$

IW. ALEMANDER, V.r.


## Fire Uniderwiteri' Text Book,

By J. GRISWOT」D,

Altilue of "A Sisten of Classification of Fint llazards asd Iossts," "IIasd Look of Abjcistaents of Fire Losses," "Book of Cancellatios Tamles," Eizc.

This valaalic wori, problished in 1Sja, and unjfurmly recosrizeci as a standard authotity among fire Linderwiters, has noor for sume years been out o print and unobtai=abic. Every effort by adrertisirg, and the offers of thigh prices for second fand copies baving 1-roved unsrecessfol, the underyignci, having masde arraniseracats with the Author, Mr. J. Criexold proposes to sforint a limited cuition of she work, horowghly revisch and

## BROUGHT DOWN TO DATE EY THE AUTHOR,

 i3x ytole comprising upraxis of $5_{50}$ poges, beemd in fill daw stect sific, and fercished to solscribers unly at the old price of $\$ 7.50$ per sops.

The bish repatation enjured $\mathrm{b}_{\mathrm{s}}$

## The Fire Unidiwiters' Iexi Pwz

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## An Annolated Disest of iasurance Dexivons.

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The Insurance and Finance Chronicle,

> 1724 Notre Dame Strcet, MONTREAX.
will receive prompl =itertion.
B. WITSOF SMITH, Pablisher.

FIITEENTH ANNUEL STATEMEENT

## Provident Siaines

Life Assurance Society OF Net YOHK，


## ncome．



## DISBLRSEMENTS

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[^0]:    "We need scarcely remind the readers of the Journal of Com-
    above how farcely remind the readers of the Journal of Com-
    subject which to seem to repeat our ideas, in articles on the

[^1]:    The Kentuater suppiy companies lidable.
    The Kentucky Court of Appeals, in the case of the Paducah
    u-umber Co.
    important co. vs. Water Supply Co., rendered, not long since, an
    ing is the decision in favor of the plaintiff, of which the follow
    Where syllabus:
    that it is the contract of a water company with a city declares
    $f_{\text {or }}$ the is made for the benefit of the inhabitants and, inter alia.
    the owner of protion of private property against destruction by fire
    troyed by of property which is taxed for water rent, and is des -
    cient quante through the company's failure to supply a suffi-
    name, suetity of water to extinguish the same, may, in his own
    Code, Ky ., She company on its contract with the city under Civil
    secuted in. Sec. I8, which requires that every action must be pro-
    conted in the name of the real party in interest. As the contract
    fires before a supply of water sufficient to usually extinguish
    liability contain serious injury ensues, and as the only exemption from
    cise of due dilined therein is for damages occasioned in the exer-
    notice, the diligence, while repairing or extending the works on
    liable, the necessary inference is that the company would be
    sufficient to extinguish fires from its failure to so furnish water
    

