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INSURANCE SOCIETY

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

AND FIREMEN'S REVIEW.

Vol. I., No. 8.
OFFICE: 102 St. Francois Xavier St. }

MONTREAL, AUGUST 20, 1881.

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Every day brings new lessons to the Insurance man in some place or another. On the 18th of last month, Otonabee Township, Ontario, was the scene of the diurnal instruction, —a barn was burnt, and the cause given is "children burning potato bugs." This is decidedly a new agricultural hazard which the travelling country agent will have to inquire into. Travelling Agent.—Have you any potato bugs on your farm?

Farmer.—Yes.

T. A.—Have you any children?

F.—Yes.

T. A.—Do they hold with the revived and growing idea, that cremation is the proper form of interment for potato bugs?

F.—Yes.

T. A.—Then, sir, we must charge you 25 per cent. extra for indulging in the luxury, not, however, to be collected, unless unanimously agreed upon by all the companies doing business in the country.

THE Census has been taken and Canada has found out just how high up on the wall she stands beside other nations. She claims to be pretty large for her size. Although still held by the maternal apron-string, she does considerable standing alone, talks back to the neighbors' children and makes friends with graver and older people, and discusses the mutual advantages of their society, without any very apparent regard for the Old Lady's prejudices. Yet with all this seemingly reckless and irreverent behaviour the Child is not bad at heart, and although it will have its own little flirtations outside the family circle, and its own little Steamship Companies and Banks and Insurance Companies, and other toys of the kind, yet it loves its Old Mother and hangs on to the apron-string, with its left hand we confess, while it uses its right to as much effect as some people do both.

We clip the following from the *Investigator*.—"The statement having gained some currency that the British America Assurance Co. had failed to comply with the law for doing business in New York, and contemplated withdrawal from this country, we have been furnished with the following telegram to General Agent Ashworth, in this city, from Manager Boulton, dated Toronto, Aug. 11th: 'This Company has fully complied with every State law, and has no intention of withdrawing from the United States.' That ought to be conclusive."

A large majority of the fires occurring to farm property last month were due to two causes, viz: brush fires and lightning. We are inclined to think that the ordinary calculations for this class of hazard are a little "out" this year. There is a looseness about the acceptance and inspection of farm business, and at the same time such strong competition and weakness in rates, that the profit is pretty well knocked out of that branch of insurance.

One per cent. for three years is a fair rate for Farm property that has every reasonable means of fire defense, say scattered buildings furnished with lightning rods, good wells, and not subject to the inroads of brush fires; but in all probability these are three points, which, even if all were answered unfavorably to the company, would not affect the acceptance of a risk by any company doing business in the country. The inspection of farm property is a rarity. It is too costly. The business won't pay for it. Well, a business that can't afford to have itself looked into is not the kind of business that any one can expect to make money out of.

The frequency of bush fires, and the fearful ravages committed by the devouring element, not only in the destruction of valuable timber limits, but in the ruin of hundreds of settlers' homes, along with the result of a season's toil, should serve to draw public attention to the question. The causes of such conflagrations are numerous; and many of them are known. Sparks from locomotives and steamboats in dry weather, the burning of brush and stumps, the carelessness of camping parties, and frequently the criminal instinct that delights in deliberate destruction. Bush and prairie fires are very fine sights, but those who merely for the pleasure of seeing such grandeur would hazard the lives and fortunes of their fellow creatures, should be made to pay a heavy penalty and damages. There is not one of the causes above mentioned which could not, to a great extent, be mitigated by proper legislation and enforcement of the statutes. The

destruction of our fine forests of pine and other timber, and the exhaustion thereby of a great and profitable trade, is a subject worthy of serious consideration by our rulers. We are a much governed Province here in Quebec, and yet there is room for practical legislation.

Everybody should be insured—but he is not; the insurance companies ought all to make money—but they don't; rates ought to be kept approximately uniform—but they are not; the reward system ought to have quit before it began—but it didn't; a few folks would like to know what is to become of the residue of the Universal Life—but they don't; bald headed insurance managers wish in the bottom of their hearts (and the tops of their scalps) that the fly season was over—but it isn't; some stockholders wish their money was in the company that never passes its dividends—but it isn't; several esteemed gentlemen wish they had more definite knowledge concerning the English companies that are coming to this country—but they haven't, and they would like to know further "who is to be who" when the aforesaid great companies land here—but they don't; every insurance agent and corporation ought to advertise in and subscribe for the insurance periodicals, but two or three of them don't; news items ought to be abundant—but they are not, on the contrary quite the reverse, they are far more than surprisingly "skeerce."—*Chronicle.*

A. Renouard, of Rouen, France, has lately experimented with greasy rags to ascertain the degree of their inflammability under certain conditions. He took for this purpose a quantity of cotton rags, saturated them with boiled linseed oil, wrung them out and placed them, together with dry cotton, in a box about 18 inches long, eight inches wide and 2 feet high, in which he put a thermometer, in order to mark the increase of temperature. The room in which the experiment was made was kept under a temperature of 170° F. The mercury soon began to rise, and showed, within 1½ hour, 340° F.: smoke commenced to come through the fissures, and as soon as air was let in the flames burst out. In another experiment, made under the same temperature, cotton saturated with crude linseed oil, ignited within five or six hours. Rapeseed oil caused ignition after ten hours. In another room where the temperature was left at 120° F., cotton, mixed with a little olive oil, and put in a paper, burnt after six hours; castor oil required more than twenty-four hours, whale oil only four hours, and fish oil two hours. Spermacetti oil free of glycerine, did not ignite at all, neither did heavy tar, coal tar, or slate oil.

When it was rumored that a change was contemplated in the Montreal Agencies of the Western and Lancashire Companies, quite a breeze rippled across the placid summer-holiday bosom of Insurance Society. There was a considerable amount of besieging, mining, bombarding, flanking and interviewing, so that it is reported, the Managing Director of one Company, and the Inspector

of the other, fled from the beleaguered city, indulged in running the rapids and other rural pleasures by day, crept back to the city in the dead of night, and in the guarded recesses of a double-locked fire-proof vault carried on their little plans. These rumours proving correct, we have now to announce that Mr. A. R. Bethune having resigned the office, the agencies have been offered to Mr. John H. Routh of the Royal, whose nomination has been confirmed by the Companies. Mr. Routh has been long known in connection with the Royal, where his father's name, as General Agent for so many years gave that Company much of its popularity. Mr. Routh's long experience in a first class Company, doing a large and varied business, should fit him well for the position to which he has been appointed. We wish him every success in his new place, which by energy and integrity must become one of great profit. Let the Royal clerks do their duty and give him a regal "send off."

ALL is fish that comes to the net of the Insurance projector. Marriage Insurance is now having a run in the United States. Death-bed Insurance is getting too well known, so they have gone to the other end of string, and attacked the budding affections of blooming dairy-maids and amorous reapers. Of course it is on the mutual benefit principle, and requires no capital to start a Company. A Pennsylvania swain can now load his fair one with marriage policies enough to paper the bridal chamber. An exchange says: "Children 13 years of age are received as members and assessed so much. The younger the person is the less the rate, and the older the higher. The officials pretend to have a system, based upon careful calculations as to marriage probabilities, just the same as the old time Life Companies have as to death probabilities" The thing looked somewhat feasible to us when we first heard of it, but the above paragraph has knocked all the faith in Marriage Insurance out of us. "The younger the person the less the rate, the older the higher." The connubial actuary who founded that system of rating must have been an ancient Benedict who, like Sir Joseph Porter, was blessed with many antique relatives. (Those we have seen on the stage were generally antique.) We know of several cases of sweet seventeen from whom we would require large annual premium for this class of insurance, and we know of other cases that are *not exactly* sweet seventeen to whom we would give a free policy just as an advertisement and never feel a single anxious throb about the liability incurred. If any Pennsylvania Marriage-Insurance men are coming over here to do business, we would give them a word of warning and say "Charge our girls high for they go off early."

"I say, Julius, am you in de same bizness as you was last yea?" said an ebony visitor to his friend of Blackville.

"Wall, no, not 'xactly, de Fiah Insurance Company did 'nt do jes de squar thing by dis ere nigger; dey did 'nt pay up de kalkelashuns as der policy writins agreed on."

"Wall now! do tell! how waz dat ar?"

"Wall, ye see, I 'sured my 'stablishment fer five thousand dollas, an' de Company promised to pay if de place tuk fire."

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de policy sed as how dey was wuff a heap o' millions o' dollas, and I spected o' corse 'twaz all kerect."

"Yes, dem Companies has stacks ob munny, dey has."

"Wall, one nite dat ar 'stablishment tuk fire, and by de mornin' dar wasn't a stick left. De agent fills some writins, an' tole me de ting waz all kerect, an' dat de munny would cum rite along."

"Whar waz de hitch in de 'rangement den?"

"Wall, you see, de 'spector ob de Company cum down, and after a long jaw, sed as how de place was'nt wuff no sich, an' de Company waz agoin to build it up agin jes as it waz afore de fiah."

"O Lor! dat ar' was rite mean, I neber hear tell ob no sich."

"Wall, dey set to work an' built up de whole place agin an' swindles me out ob my five thousand dollas, jes' like nuffin' at all I aint agoin to have no mo' bizness with dem chaps, no how."

"I reckon not, you's about rite dar. Look hea, I kin tell yer how yer kin make five thousand dollas out ob de 'surance bizness. A gemman I knows is in de Life Insurance bizness, an' if you pay him so much a yea', you kin 'sure your ole woman, an' when she dies you kin get de five thousand dollas shoah."

"Now dat ar ain't a bad idee; dars some sense about dat ar, but den, dem white folkes is mighty unsartin; dey's too much for de pooa niggers. I tell you when my ole woman die, dey jes go an' fotch on a lean, lank Scotch gal, an' say 'dar, we're squar.'"

A FATAL PROVISIO.

If the sinner, after conviction of sin, were to pause in the path of virtue until all his unrighteous companions were similarly moved, so that a fair start might be made together on the *via sacra*, there would be a good opening for Mephistopholes to lay a hundred to one "that none of them would ever start." It is necessary that some one man, at least, be in advance of his generation to drag humanity on, for, like other heavy, inert bodies, humanity won't move without a vigorous physical or mental pull.

Most of the Fire Insurance Companies of this country have, like the awakened sinner, felt a conviction of a rotten something, and there seems to be considerable unanimity as to the whereabouts of the offensive "rat;" but the method of its removal is a question that can hardly secure a quorum. There is a noble determination among the Companies not to take advantage of the benefits a combination might offer, unless all, down to the smallest and weakest, are gathered safely within the fold. One fretful kid fails to put in an appearance at the festive board, whereupon the other twenty or thirty start out to search for that non-boarder, and lose themselves just twenty or thirty times. That is the last time they are all seen together. There are always one or two perpetual mourners who don't believe there can ever be happiness again for Insurance Managers, or any more dividends for shareholders, while one tender kid remains out on the bleak hill-sides, cropping the stunt-

ed rates that are its only sustenance. So instead of remaining where the rates are fenced in and rich and high, they kick another rail or two down (barbed wire not being in vogue) and start off to take their share of the stunted growth.

Some one would like to know what the Fatal Provisio is, and where it comes in. Well, it comes in like the army-worm, potato-bug or grasshopper to eat all the good out of that which energy and good sense have sown, and it is just this—

When any proposition is made for a combination to raise rates to a paying figure as was attempted in Quebec a short time ago, a well and carefully worded resolution is drawn up, binding the signers to maintain certain rates and practices that are deemed beneficial to the business. It reads well. It is a splendid thing, and we begin to think that at last the turning of the lengthy lane is near at hand. Only one paragraph more remains to be read, the substance of which is as follows:—

"Although the foregoing good and praiseworthy sentiments and principles are the only means at present known through which profit and success can be arrived at; yet they shall not be carried into effect or considered binding, if any single Company abstain from taking advantage of the inestimable benefits which their pursuance would yield."

Not having been favored with a copy of the proceedings of the meeting in Quebec, we cannot vouch for this being a true and faithful copy of the "Fatal Provisio" used on that occasion, but this is of the same metal, and both are warranted to kill with the same accuracy.

In the United States there are Boarders and Non-boarders, and although the latter may from time to time, by under-cutting, take some desirable risks from the books of the former, yet among the better mercantile class they (the non-boarders) are not looked upon as of the same high standing as the Board Companies. So much is this the case that we believe there are many business houses who will not insure with any but members of the Board.

There is little doubt that immediately after the formation of a Board, there would be a visible increase in the premium receipts of the non-boarders and a corresponding decrease in those of the Tariff Companies, though such a decrease were well counter-balanced by the decrease in liability, and it is an open question whether the increase of rates would not keep the volume of receipts very close to the old figures, while reducing the amount insured. These increases and deficits, we predict, would be found composed largely of an objectionable class of business, which the courageous impersonal inspection of the Combination would rate high until such improvements were effected as would make the risk first-class of its kind. Non-board Companies would undoubtedly have a feast of this kind of business for a time, with every likelihood of their crying "enough," one after the other, according to the strength of their several stomachs, while at the same time Board Companies were doing the cream of the business at paying figures.

One reason given by some Insurance men for not wishing to join a combination, is lack of Good Faith among some of those who would form it. We cannot call to mind at the present moment any glaring case of bad faith on the part of any Insurance Manager or prominent Agent, nor do we wish to, though we well know that such have occurred, and we venture to assert that many cases reported are but supposititious, and have had their growth in the heated imagination of some excited underwriter unfortunate enough to drop a fat premium to the skill of a more successful rival. We have seen very few cases actually proved, and many of them that look rather black at first, are the result of misunderstanding. It is a disagreeable duty to bring a charge of bad faith and violation of pledge against a *confrere*, and unless there is the fullest ground for suspicion and well-founded evidence, it is better left alone; but the member of a combination who really knows of such a case, and fails to take vigorous action in the matter is no better than,—and in fact is—a compounder of a moral felony.

The man who enters into a solemn compact to carry out certain business principles for the general good, and then for his own individual gain, shatters his pledge, deserves the scorn of his fellow men. Ireland has given us a grand punishment for such a character, we utter the potential hibernianism, "Boycott" him.

GOVERNMENT LIFE ASSURANCE.

Thinking it may interest our readers, we will here give a brief summary of the principal attempts which have been made by Governments to transact the business of Life Assurance. In view of the urgent demands made on our Government, a few years ago, to take the matter in hand, it cannot but be instructive to note the history of similar enterprises in other countries.

Holland was the first country to raise money by issuing Life Annuities, in 1554. Several other Governments have followed the example, notably England, and the practise is, to a certain extent, popular, as absolute certainty is guaranteed, and there is no special demand for energetic or careful management. However, the granting of Annuities is hardly within the scope of the present article, and we shall say nothing further on that subject.

In 1807 a scheme for the establishment, under Government patronage, of a Company to be called "The Poor Assurance Office," to promote habits of thrift among the laboring classes, was introduced in the English Parliament. Nothing further seems to have been done about it.

In 1829 a slight reference was again made to it in the Act relating to Government Annuities.

In 1853 the National Debt Commissioners were empowered to grant Assurances of not more than £100 to persons who also bought Annuities. This was the real beginning of the system of Government Life Assurance.

In 1858 Dr. Farr published a circular advocating the further adoption of the scheme by the authorities, but

was unsuccessful. However, some of the suggestions contained in his paper gave rise to the "Consols Assurance," which is now practised in a modified form by the "Positive Government Security Life Company."

In the year 1864 the plan of Government Assurance was fully developed, and put in working order in England. The following table shows the number of policies issued, and the amounts assured annually:—

YEARS.	NO. OF POLICIES.	AMOUNT.
1865.....	547	£40,647
1866.....	621	47,261
1867.....	364	26,989
1868.....	350	26,781
1869.....	422	32,670
1870.....	385	31,254
1871.....	358	27,695
1872.....	757	55,982
1873.....	396	33,073
1874.....	278	21,621
1875.....	370	32,022
1876.....	270	22,875
1877.....	393	33,444
1878.....	229	19,608
Total	5,740	£451,922

Thus the policies issued, instead of increasing annually, were in 1878 less than one-half of what they were in 1865. The amount assured in that year is less than what is carried on their individual lives by many Canadians!—\$95,000. In view of these facts the scheme must be admitted as a complete failure.

In 1868 the French Government passed an Act very similar to the English one. It also has utterly failed. The whole amount assured at the beginning of 1878 was less than \$200,000, and the new policies, out of 40,000,000 of people, \$15,000!!

In 1869 New Zealand engaged in the business, and of all the various projects of the kind it only has succeeded to any extent. The Government of this Colony, as is well known, are in a very needy condition, and as the people are already taxed almost out of existence, it is hard to see how they will be able to meet their enormous indebtedness. Their credit is so low that it is almost more than doubtful if they can borrow more. It thus remains an open question as to whether it is as desirable to place the investments of the provident in such shaky stock or in a sound, well managed private corporation.

In 1871 Denmark introduced the plan, but, so far as we can learn, it also has made a decided failure.

There have been rumors of late that Bismarck intends, or thought of buying out the German Life Companies. This, however, will probably not be heard of again.

We thus see that almost without exception every Government which has engaged in the business has utterly failed to make a success of it. It is against all experience that States should conduct any financial undertakings with the energy and care shown by private corporations. We hope then in Canada we have heard the last of this matter, and that our Government will never interfere with private enterprise, in this line at least.

The other day we came across a pamphlet issued a few years ago by a Mr. T. R. Johnson, of this city. In it he proves, to his own satisfaction, that almost every advantage under the sun would accrue to all parties interested if our Government would take the matter up. To a person who knows anything of the subject it would be an excellent joke were it not that it shows the extent to which ignorance, if backed up by an unlimited amount of self-conceit, can deceive both itself and, to a certain extent, the public. The pamphlet in question is merely a mass of misstatements and wrong ideas, ignoring all practical views, and is a perfect marvel in logic and statistics.

SOCIETY NOTES AND ITEMS.

The New Brunswick Board of Fire Underwriters are making a revision of their Tariff Book, and are adopting Goad's Plan numbers for reference in their specific ratings, which they expect will greatly facilitate the identification of risks by the Head Offices as well as by the members themselves.

Alexander Lunen of the Township of Stanhope, and Hugh Coulter of the Township of Minden, farmers, were committed for trial last month by J. L. Whiteside, stipendiary magistrate, on a charge of burning a barn in the Township of Huron last April. Lunen pleaded guilty to the charge, but urged that he was instigated by other parties.

In New Brunswick a leading Insurance Agent recently employed a lady to adjust a loss on furniture. The result was a carefully drawn up document in the orthodox style, giving a fair valuation of the amount of damage on each article. We expect other insurance agents will take this hint and have their furniture adjusted by experienced lady housekeepers in future.

A Popular Insurance Manager turned away from delivering one of our Life articles verbatim to an unbeliever on the street the other day, and with the perspiration streaming down his face, remarked apologetically: "It's not in the prospectus of our Company to talk 'life' during the month of August, but that man was parched for reliable information, and I had to do it."

The Accident to the "Manitoban," at Newfoundland, and the "Southbourne" at St. Pierre Miquelon, are the only disasters to report thus far this season, which up to the present time has been a very successful one for Marine Underwriters. After last year's hard experience, the Companies need the present respite from marine losses. The worst part of the season is yet to come, and the usual increase of rates is in force in consequence.

The Steamship "Southbourne," of the Great Western Steamship Line, between Montreal and Bristol, which sailed from this port on the 30th July, went ashore at St. Pierre Miquelon, and is likely to become a total loss as far as the hull is concerned. A large salvage is expected from her cargo, which was a general one, with some 300 cattle, and 400 sheep. Captain Davidson, of the British America has gone down to the scene of the wreck, and represents the companies interested.

The Lion Life Insurance Company have established an agency in Toronto, with a local Board, composed of Lieut.-Gov. Hon. John Beverley Robinson, Chairman; Hon. William Cayley, Messrs. John Fiskin, Patrick Hughes, and W. B. Scarth, Directors. The Branch is under the management of Messrs. James E. and Alf. W. Smith, who are General Agents for Toronto and vicinity, and from the reports of the business already done the appointment bids fair to be a profitable one to all parties concerned.

Mr. L. C. Phillips, General Manager of the City of London Fire Insurance Co., paid us a visit a few days ago. He was on his way to California, where the Company is already established. The general agency for Ontario, with Head office in Toronto, has been given to Mr. S. F. Magurn, formerly well known in Montreal, and of late in the service of the Royal Insurance Co. in England. It is proposed to open agencies in Quebec and the Lower Provinces, very probably on the return of Mr. Phillips from the West. The General Agency for this province has been placed in the hands of J. K. Oswald, of the firm of Oswald Bros., Brokers

OBITUARY.

It is with regret that we record the death of Mr. Edward Stark, manager of the Fidelity Branch of the Fidelity and Casualty Company of New York, which occurred at his home in Brooklyn, on the 6th instant. Mr. Stark was well known in this city, having come to this country from England in 1868, to represent the European Assurance Company of London, in whose employ he had been from his youth. As manager of the Citizens' Insurance Company of Montreal, he made many friends who regretted his removal to New York, in 1878, where he entered upon his late duties. Mr. Stark was a conscientious and enthusiastic worker in the profession.

At the recent examinations in the Faculty of Law at McGill University, a prize for the best thesis was awarded to Mr. C. Lane, B.A., B.C.L., who wrote upon a question of Marine Insurance. The point raised in the essay was whether (under an ordinary policy including barratry among the perils insured against, and making no mention of any right to tow vessels or save property found upon the seas) a deviation to save property by towing a disabled ship into harbour, with no fraud on the face of the transaction, amounts to barratry. The question is argued from two points of view, one maintaining the fact of the master doing an act unsanctioned by the laws of the country to which the ship belonged, and hence against the implied instructions (where no written instructions are given, as is supposed in the present case) of the owners, makes the act barratrous. The second point from which the question is viewed is that of fraud, or that the mere fact of there being salvage attached to the saving of property on the seas, and the master almost invariably getting the lion's share of it, is sufficient, in the absence of proof to the contrary, to make the act from which that salvage flows, when it tends against the interest of the owners, fraudulent, and hence barratrous. This conclusion is arrived at after a lengthy argument, both sides of the question being debated and carefully weighed, and many authorities in support thereof cited. The case itself is a likely one to occur, but has not hitherto come up before the Courts. The law therefore remains unsettled, and the writer in taking the affirmative or barratry side of the question, has adduced arguments and collected authorities which may prove of use should such a case present itself for adjudication to our tribunals.

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INSURANCE DECISIONS.

QUEBEC.

COURT OF QUEEN'S BENCH.

MACKAY, J.]

[July, 1881.]

JOLIETTE MUTUAL INSURANCE CO. v. DESROUSSELLES.

Action against Member—Venue.

Some time ago the Mutual Insurance Company of Joliette took an action against one of its members, Madame DesRouselles, resident at Quebec. The deposit note which had been given by Defendant to the Company was dated in Quebec and payable in Montreal to the order of the Directors of the Company, but the action was brought here against her as a member of the Company. She appeared and plead that the cause of action did not arise here, but in the District of Quebec, where the note was dated, and consequently she could not be sued here.

Held, that the note was merely a collateral undertaking between the parties and that the real contract between them, viz.: the policy of insurance was made in Montreal.

SUN MUTUAL LIFE ASSURANCE CO. v. PELAND.

Understanding as to purport of Policy—Dotation System.

The Plaintiff's action is to recover the amount of a promissory note for \$160. It was the Defendant's first year's premium on an insurance on his life for \$5,000, payable at death, and the premiums were payable during 20 years if life lasted so long. The defendant's pretension is that he agreed for a policy payable at death or in 20 years. It is a question of evidence. On one side there are witnesses who are positive that the contract with the Company was for a policy payable at death or in 20 years. On the other hand, the two agents of the Company, Labonte and Delesderniers, are positive that the agreement was for a policy payable at death, of which the premiums terminated at death or, at farthest, in 20 years. The application signed by the Defendant agrees with this, and so does the tariff of rates. If the Defendant's pretension were to prevail, he bargained with the Company to receive in 20 years \$5,000, for which his payments would only have been \$3,200 in 20 payments. No Company could continue solvent on such terms. The Defendant had the policy and the benefit of the insurance for a year and should pay for it. The burden of proof was upon him to disprove the consideration given for the note, and he has failed to do so. He says he did not understand English. That is probably true, but the negotiations were in French, Delesderniers is most positive that the dotation system, namely, the payment of the policy in a period of years, was never discussed. It is incredible to suppose that he discussed with the tariff contended for by Defendant. Judgment for Plaintiff.

MONTREAL, February 15, 1881.

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

THE NORTHERN ASSURANCE Co. (defts. below), Appellants, and PREVOST (plff. below), Respondent.

Fire Insurance—Representation—Warranty—Waiver.

Words in a policy represented that the house insured was "à être lambrissée en brique." Held, that this did not constitute a warranty of a promissory nature that the house was to be immediately covered with brick, but merely expressed the intention of the insured to brick the building when circumstances would permit.

Furthermore, the Company, having accepted a renewal premium, while the premises were, to their knowledge, in the same state, could not take advantage of the words cited.

The appeal was from a judgment of the Superior Court, Montreal, Scotte, J., condemning the appellants to pay the sum of \$800 for loss under a fire policy.

The premises insured were by the terms of the policy "à être lambrissée en brique," and the only question of law was whether the insured was under a warranty to have the house encased in brick within a reasonable delay.

It appeared that the year for which the house was originally insured had expired, and the Company had accepted a renewal premium while the premises were in the same condition.

The following opinion was by

RAMSAY, J. This is an action on a fire insurance policy for \$1,200. By the action \$1,000 was claimed, and by the judgment \$800 was allowed to plaintiff. Defendant resisted the action on two grounds: First, it was contended that the house, which was of wood, was to be covered with brick, and that it had not been so covered before the fire although there had been sufficient time to cover it, that this was a warranty, and consequently that there was no insurance.

There can be no sort of objection to calling this a warranty; but it was not a warranty of an existing thing, or a thing on which the insurance depended, and consequently by whatever name it may be called, the failure to execute it would not vitiate the policy. That this is now put forth as an excuse for not paying for the loss is evident from the fact that the insurance was affected on the 17th March, 1877, and renewed on the 17th March, 1878, on the house still "à être lambrissée en brique." If, as Mr. Taylor says, it ought to have been completed in May, 1877, why did he renew the policy in May, 1878?

In the second place, it is contended that the house was over-estimated. The evidence principally relied on is the valuation of the municipality. The three valuers are brought up by plaintiff, and they all swear positively that their valuation is relative and not a real valuation of the property. There is then an attempt to prove that the plaintiff would have sold for \$1,100. The witness says he hoped he could get the property for this rate; but he was disappointed in this expectation. This is not the sort of evidence to support an accusation of fraudulent over-valuation. Something more precise is required.

There is also an attempt to prove that the house was set fire to—I presume by the insured. This is not alleged, and evidence as to this ought not to have been admitted. It is, however, quite harmless, for nothing of the sort is proved.

I would confirm.

Judgment confirmed.

SUPERIOR COURT.

MONTREAL, March 17, 1881.

Before JOHNSON, J.

LA BANQUE NATIONALE v. LESPERANCE et al.

Guarantee Insurance—Deficiency in accounts of Bank Teller.

The Teller of a Bank endorsed on a parcel of Bank notes the amount which it was supposed to contain. It was subsequently discovered that the parcel was \$6,300 short, and it was ascertained that a deficiency of the same amount existed in the Teller's accounts, and had been during several years, skillfully covered up and concealed from the knowledge of the authorities of the bank, who had made the usual inspections.

Held, that a guarantee Insurance Company which had guaranteed the fidelity of the Teller was liable for the deficiency, but only to the extent which occurred after the contract was made.

PER CURIAM. The defendant, Lesperance, was a teller in the Bank Nationale, and the other defendant (the Canada Guarantee Company), guaranteed his fidelity. The first policy was granted on the

1st of May, 1878, for a year; and when that expired it was renewed for another year. In December, 1879, the Bank took the present action, against both of the defendants, alleging a defalcation of \$6,300 by Lesperance, and the joint and several liability of both of them under the bond.

The declaration specially avers that on the 23rd May, 1879, while the policy subsisted, Lesperance, at the close of his day's work, locked up the cash and securities under his control in the usual manner, and went to his home, which appears to have been at Longueuil. That the 24th and 25th of May were both of them holidays, one being the Queen's Birthday and the other a Sunday; and the Bank only opened its doors again on the Monday morning, and Lesperance being unable to come, sent his keys to the Manager. That amongst the values in his cash box, the defendant had tied up a parcel of bank notes to be sent to the principal office at Quebec, and had endorsed on it what were supposed to be its contents, viz., \$10,363; that this parcel was sent off by the express to Quebec on that same afternoon, and it was there discovered that instead of containing \$10,363, as shown by the writing on the back of it, the parcel only contained \$4,063, making a deficiency of \$6,300. That after referring to the Express Company, and making a minute inspection, the Bank came to the conclusion that he was a defaulter to that amount, and had been so for some time previous to this discovery. That the Bank forthwith gave notice to the Insurance Company, offering to give them communication of the books and accounts, and to do everything that might be desired of them in order to ascertain the facts; and they, the Insurance Company, actually made a minute examination of the thing for themselves, and convinced themselves that the defalcation really existed. That the Bank further, in pursuance of a stipulation in the policy to that effect, caused Lesperance to be arrested on a criminal charge at their request, and alleging that they have done everything they were bound to do, they conclude for a joint and several condemnation of the defendants for the missing sum.

The defendant, Lesperance, pleading for himself, answers in effect by telling the plaintiffs to prove their case. He says there is no deficit; that when he left the Bank on the 23rd of May his cash and securities were all right, the \$6,300 included, and if the money has disappeared, it must be the fault of the Express Company, the Quebec branch or the Manager here. The Guarantee Company pleads, firstly and secondly, certain conditions of the bond requiring preliminary proof before action brought, and that plaintiffs should prosecute criminally. The third plea denies the guilt of Lesperance, and alleges that when he left the Bank on the 23rd, he left the money and securities under his control in the coffers of the Bank intact; and that meeting with an accident on the 24th, and not returning to the Bank on the 26th, he sent his keys to the Manager, who received them, counted the cash and securities, and certified them as correct in the Bank's books, which was true, and he (Lesperance) is thereby relieved from all further responsibility.

The Guarantee Company's fourth plea is, that if any loss has been sustained by reason of Lesperance's acts, it was sustained previous to the execution of the bond. That the Bank's claim is based on error in ascertaining the result of entries in the Bank's books, which have been irregularly kept for years prior to the bond. There was a motion made at the hearing to add to the other averments, to the effect that any such deficiency could only have occurred by the gross negligence and carelessness of the Bank, and was concealed from the assurer at the time the risk was first taken. I think this addition may be made without injustice or inconvenience, and will be sufficiently met by the general answer.

The case must be looked at first of all with respect to Lesperance. If he is a defaulter there is an end of the matter as far as he is concerned; but the case of his surety must be looked at on its own merits, and raises different questions. The evidence is very bulky and hard to master. It is all taken under the old system of the *Enquête au long*, so long used, or rather abused, in this Province, and fitter at all times to baffle than to assist justice. It will suffice for me to state the conclusions which I draw from it, and which enable me to base my judgment in the case, both as to the liability of the officer of the Bank, and as to that of his surety. First then, and all the facts and circumstances must be considered. His own evidence, whatever may be its effect for or against the other defendant, can, of course, have no effect to exonerate him from direct liability to his employer.

The facts are correctly stated in the declaration as to the time of Lesperance's leaving the bank on the afternoon of the 23rd, his absence the next day, which was the Queen's birth-day, and also the next day, of course, which was a Sunday. On the Monday morning he sent his keys, by his brother to the manager, who found himself somewhat embarrassed, as there was another clerk absent at the time, and who usually took Lesperance's place when the latter did not come to the office. But he did the best he could. He

found Lesperance had left separate parcels tied up with string, and having slips of paper on them mentioning, in Lesperance's handwriting, the amount in each parcel, one being endorsed \$10,363, B. N., Quebec; and there were also loose bills. As the Manager had to go behind the counter himself, and do the work of the day, he had not time to undo the parcels and count the contents; so he trusted to what was written on the slips. As to the loose bills and checks, however, he counted them. Later on in the day, the Manager, having to send a round sum to Quebec, took \$4,637, tied them up and added them to the parcel left by Lesperance containing apparently \$10,363, intending to send \$15,000; and the messenger enclosed the whole in a paper cover, sealed it up, and delivered it to the Express; and in that state the parcel and contents were, the next day, delivered at the office of the bank in Quebec, where the teller (Boucher) received it, opened it and saw the contents, but did not immediately count the money, and put the whole into his safe until the next day, when he untied the parcels or bunches of bills; found the \$4,637 (which had been put in by Sancer) all right, but the one which had been done up by Lesperance lacked \$6,300. This is the first discovery, of any deficit at all. The next thing that happened was that this was noticed to the office at Montreal, and the Inspector, Mr. Matte, was sent up to make enquiry and examination. There can be no doubt whatever of the result of Mr. Matte's investigation, which was according to his sworn evidence, to establish Lesperance's defalcation precisely to this amount, viz., to \$6,300, and extending over a considerable time back. This is the result to which the evidence has conducted my mind. There is much in it which it was difficult to apprehend clearly at first; but I have referred to it over and over again, and I cannot say there is any cause for reasonable doubt. There were witnesses examined on Lesperance's behalf—witnesses of great respectability no doubt—residents of Longueuil, who testified to his general good character and habits, and to their own disbelief (whatever that may be worth), of his having used the money. These gentlemen spoke of the bringing of the criminal charge, and of its having been abandoned. Whether it has been abandoned or not, does not clearly appear; nor, indeed, is it all important to know whether a criminal charge for having stolen the money is maintainable against him or not. If this money, which has been in his custody is missing after a careful inspection, he ought to give some account of it. It is impossible to shut one's eyes to the reasonable and proper effect of the inspector's evidence, or to the circumstances attending it. I forbear from emphasizing every point, but it must be remembered that he had the defendant, Lesperance, with him in the vault, as a *légitime contradicteur* as it were, and he was constantly referred to for explanations, which were not forthcoming. It is broadly contended that Mr. Sancer himself may have taken the money from the parcel left by Lesperance; but where is the evidence that the \$6,300 was ever in that parcel? There is positively none whatever. Then, there is the circumstance of the slip, without the money, being in the middle of the parcel; and those who are used to these things, and know all about them, say such a thing as that is very unusual and suspicious. But the theory of Sancer's responsibility might be admitted up to a certain point of time with plausibility perhaps; that is to say, as long as it is a question of veracity between him and Lesperance; but when the thing is pursued further, and it is found that this very amount was missing from Lesperance's cash, their relative positions are very much changed. The inspection showed that Lesperance, not Sancer, was the defaulter. What interest had Sancer therefore in putting in a false slip into the parcel? Then it was said that Sancer in answer to one of the telegrams, from Quebec, had said that he felt sure the whole of the money had been sent, and this was argued upon as an admission on his part of the fact. Of course when it is fairly looked at, it is only an admission of Mr. Sancer's confidence up to that time—before the inspection had taken place—nothing more.

This proceeding is not an inquisition to discover who took the money, but an action based on the distinct allegation that Lesperance took it, or at all events, is responsible for it; and that, of course, must be proved by evidence inconsistent with any other reasonable hypothesis. Can it be pretended reasonably that Sancer, who had no deficiency, no motive, is to be put in the place of him who had both? It cannot escape observation, that what came to light previous to the inspection, that is to say, what took place at the end of May, was not the deficiency itself, if I may so speak, it was only the evidence of the deficiency. It was not then that the money was appropriated or lost, though it was only then that it was discovered. The person who left the slip with \$10,000 odd written on it, when there lacked \$6,300 of the amount, was a person who had an interest in hiding an already existing deficiency. It could not have been Sancer, therefore. It would be cruel and monstrous to entertain such a proposition. Mr. Sancer is not being tried here. If he is a defaulter let him be accused, and let him defend himself. The only question now is whether the evidence shows Lesperance to be liable, and I have come to the conclusion on this evidence that it does.

The defence of the sureties is, as I have said, different. Their three first pleas have received a sufficient answer by what has been already said on the issue with Lesperance. The deficiency is there, and the notices to the Company were given. Their fourth plea, however, regards the time at which this deficiency occurred, and the amendment is in effect that the Bank was guilty of gross negligence, and ought to have been aware of it, and have informed the Guarantee Company before contracting with them. The general answer puts all this in issue, and it does not appear that the Bank knew, nor, therefore, that it could inform the Company, of any deficiency previous to the bond. If they had voluntarily suppressed anything they knew, or were bound to know, it might vitiate their contract with the Company, no doubt; but if they were only cleverly defrauded without the ordinary inspections and precautions usual in business disclosing the fact, they are not to be reproached on that score. They could not give notice of what they did not know themselves. Therefore this contract is not to be avoided on account of their not informing the company of things that were not within their knowledge in the ordinary course of a prudently conducted business. But admitting that the contract exists would not make the Company liable for deficiencies that occurred before the execution of bond, whether the Bank knew of such deficiencies or not. The Company makes a much stronger case for Lesperance than he has made for himself. They produce evidence of the cuttle-fish kind. They obscure the evidence of Matte. They produce a Mr. McDonald, an accountant, against whom I have not a word to say; but in dealing with his evidence, I must say what I think of it. Mr. McDonald was employed by the Company as a professional man to investigate and report upon the case for their satisfaction. I have no doubt he has done so very ably and very honestly; but the amount of it is that he reports to them that they should resist the plaintiff's claim upon the ground that all the allegations contained in Mr. Matte's deposition are susceptible of refutation; but it is evident he has misunderstood Mr. Matte's evidence, which was given in French, and a translation of it handed to the witness. He says he made his report, and that it is true. The report is that, upon a certain theory which he propounds, Mr. Matte's conclusions may be susceptible of refutation, and possibly no deficiency may have occurred at all. Mr. McDonald cannot be admitted to judge of the effect of Mr. Matte's evidence, except as to its effect on himself as an expert. He says that upon his theory it is susceptible of refutation. Then by all means let it be refuted,—but refuted by facts and proof, not by hypothesis and opinion. There is the deficiency clearly shown, as far as Lesperance is concerned; but when, and to what extent with reference to the time of the contract? In my judgment, after devoting much time to this case, I think that the Company's guarantee can only apply to the deficiency of \$1,400 clearly shown to have occurred after the contract. It was a contract to make good the consequences of any misconduct that might occur after it was made. By no rule can it be made to apply to the deficiencies occurring previously. Those were purely at the risk of the Bank, whether known to it or not, and whether its officer covered up and concealed them or not. The judgment, therefore, is for the whole amount against Lesperance, and for \$1,400 only against the Company, jointly and severally with him, and with costs.

TORONTO LETTER.

To the Editor of INSURANCE SOCIETY:—

Positively I have not items enough to make a readable letter. Insurance business is dull, extraordinarily so, and I believe the total of new business placed must be unusually small. The heated term has been on us with a vengeance. Excursions are the order of the day, and are well patronized. Members of the Insurance fraternity who, from motives of policy, do not leave for salt water, or go far from the city at any time, patronize the Island. Along Wellington street, where the greater number of Insurance offices are found, it is quite common in an afternoon for an overheated Insurance man to drop in on a friend and suggest a run of an hour, over to the Island, to catch the lake breeze. The best of us, or the worst, require to sit down and cool off occasionally. Why cannot we have an Insurance Excursion, patronized by all our friends? All ranks and classes in Toronto have their outings under the auspices of their several guilds. Why not Insurance Society? Besides the regular Sunday School Picnics we have School Teachers', Masonic, Odd Fellows, Foresters, Press, Butchers', Bricklayers', and minor jaunts of employees of manufacturing houses. A few days back the Pastor of a prominent Church in

this city invited his whole congregation to a picnic on his grounds within a few miles of Toronto, and a jolly time they had in the wild woods. Let us then have the "Fire Underwriters' Mammoth Excursion," say to the Burning Spring, Fire Island, Vesuvius—anywhere so long as we can get respite from the wear and tear of "looking after risks." "Companies come and Companies go, but Insurance men (seem to) go on for ever." Can you brook this paraphrase of your favorite author?

Nothing has disturbed the calm of our Tariff Association during the past month, in fact a little stir of some kind would relieve the monotony of our proceedings. One thing is worthy of note, namely, there is by no means as full an attendance of members weekly as there should be. Many are conspicuous by their continued absence.

I would suggest to the Underwriters that their worthy Secretary should be induced to take a long holiday. A gentleman so full of years—years, too, of honorable record and active service in the Insurance world—deserves a lengthy furlough, and it would be a graceful act and a well deserved mark of esteem, did the Association, at its own charge, give Mr. Crocker the benefit of a long vacation.

Yours,

ARIEL.

TORONTO, 9th August, 1881.

BRIGADE NOTES.

ST. GABRIEL.—The water works have been handed over by the contractors to the municipality.

BRAMPTON has elected by a 168 majority to have water works. Debentures to the extent of \$16,000 are to be raised.

HAMILTON.—Mr. William Omand, foreman of the fire department, has resigned to accept another and more congenial situation.

QUEBEC.—Two thousand feet of new cotton and rubber hose have been ordered for the use of the Fire department. Quebec is actually stirring itself on the matter of Fire protection.

HOCHELAGA.—The fire Brigade of this village are in good trim. At a late date the mayor and one of the councillors gave them a trial. The run was about a mile, and in nine minutes and six seconds 650 feet of hose were laid out, and a stream playing.

MONTREAL.—From correspondence in the daily papers, there is evidently considerable discontent with the way things are managed in the Fire Brigade. Our firemen are brave fellows and deserve the best of treatment. Don't let the men, who are ready daily to risk their lives, have to complain of neglect on the part of those who should attend to their safety and comfort.

The men have received their new helmets and look well in them. Those of the men are black, and of the officers white.

LONDON is to have an engine and boiler house at the reservoir, at a cost of \$1,168.

In consequence of the great waste of water, the Commissioners have decided to limit the time of using lawn sprinklers and fountains to between the hours of 5 and 8 a.m. and 4 and 8 p.m., and an inspector is appointed to see that their orders are carried out.

RIVERSIDE.—At a late drill of the Fire Department of this place, the ladders were taken from the waggon, fitted, and the extension raised to a height of 30 feet in 14½ seconds, 8½ seconds later the roof ladder was in position, so that in 25 seconds they were ready for work. In a competition for a set of studs, offered by a member of the section to the man who should make the quickest time in raising the extension ladder, E. A. Sargent performed the feat in nine seconds, and won the prize.

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J. THEO. ROBINSON.

Fires in Canada during the Month of July, 1881.

EXPLANATION OF ABBREVIATIONS.

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

PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.		PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.	
	Total Losses.	Losses to Ins. Cos.		Total Losses.	Losses to Ins. Cos.
ONTARIO.			CHIPPAWA, 24th, freight house, O C. S. Ry.; Ca sparks from engine.	400	.....
ACTON, 8th, blacksmith shop, O & T H. McDer- mid; Ca incendiary.	\$900	\$400	Frame dwelling, O & T Mrs. Phelps.	1150	None.
ALLANBURG, 13th, barns, O & T Stalker; Ca lightning.	Total	.....	Vacant dwelling, O Mrs. C. Kemp.	250	.....
AMHERSTBURG Tp., barn, O & T W. G. Robin- son.	300	300	Vacant dwelling, O Street Estate.	200	.....
ASHFIELD, 7th, farm buildings, O & T S. Sullivan.	800	800	Vacant dwelling, O J. Breekon.	400	None.
BARRIE, 4th, dwelling, O E. McCort.	300	300	Barn, O H. Bond.	300	.....
BELLEVILLE, dry goods, O J. Bell.	B 675	675	Dwelling, O J. Renson, T J. Burns.	1650	None.
T Foster & Reid; Ca stove for heating irons.	3250	3250	Hotel and outbuildings, O D. Plumb, T temperance lodge.	2100	1000
BELMONT, 7th, Masonic hall.	300	.....	Dwelling, O Aberdeen Estate, T Rev. E. G. Pelley.	1400	None.
BEVERLEY, Co. Wentworth, 2nd, outbuildings O & T D. Kinnaird.	B 750	500	Barn, O W. Flommerfelt.	900	None.
10th, outbuildings, O & T R. Williamson; Ca lightning.	C 650	500	Barn, O Kirkpatrick Estate, T J. Wilkin- son.	200	None.
BRANTFORD, 16th, dwelling and shed; Ca sparks from factory.	B 600	400	Barn, O Macklem Estate.	575	None.
18th, dwelling, O & T Mrs. M. Quinlan.	C 218	218	Barn, O C. Keller, Sr.	600	350
21st, S 1, B 6, Nos. 23 to 26, grocery, O W. H. C. Kerr, T Mrs. M. T. McCauley.	500	.....	Dwelling, O C. Keller, Jr.	1200	None.
30th, starch factory, O & T Suter & Co.; Ca dry-room.	208	208	Vacant dwelling, O Mrs. M. Nelles.	250	.....
BUCKHORN, 17th, dwelling and barns, O & T W. Hall.	10000	6000	CLINTON, 6th, dwelling and shop, O & T G. Deihl.	252	252
CALEDON, 1st, barn, O & T R. Graham.	2000	None.	CLINTON Tp., 10th, barn, O W. H. Zimmerman; Ca lightning.	1600	1200
CALEDONIA, 6th, B 6, No. 5, woollen mill, O & T Barber Brothers; Ca coal oil lamp ex- plosion.	158	116	CONSECON, 16th, barn, O W. Robinson, T J. Doonan; Ca from burning fence.	500	300
CAMBRAV, 1st, hotel sheds, O J. Roberts.	Bdg. 8795	5195	DUN, 16th, dwelling, O Lewis Grant; Ca sparks on roof.	200	100
{ Vacant building, } { Dwelling, } { Public hall, } { Shed, O Lytle. } } Roy Estate.	Mc. 19346	12900	DUNWICH, 16th, barn and stable, O D. Stalker; Ca lightning.	1100	700
CAMDEN EAST, 23rd, store and dwelling, O & T P. Duncan & Co.	8k. 6834	6615	EGREMONT, 24th, farm building, O E. Sherwood.	250	250
{ Poet office and dwelling, O & T B. Clark; } { Ca lamp explosion. }	2000	1200	EKFRID, 12th, barn and shed, O & T J. C. Gra- ham; Ca lightning.	850	400
CARDINAL, 26th, barn, O W. Kilanac; Ca light- ning.	3000	2000	ERAMOSIA, 25th, hotel, stable and shed, O & T W. D. Shuttick.	3036	2000
CAVAN Tp., Co. Durham, 29th, barns, O W. Lee.	.....	.....	ESSA Tp., 15th, dwelling, O Mrs. Ferguson.	300	300
	800	None.	31st, 2 barns, O & T A. Cunningham; Ca lightning.	1200	800
	300	200	FENELON FALLS, 13th, steam saw mill, O George Hilliard.	8000	None.
			FRANKVILLE, 6th, dwelling, O B. Ireland.	1200	400
			GEORGETOWN, 16th, cord wood, O H. & N. W. Ry.; Ca spark from locomotive.	900	.....

PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.		PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.	
	Total Losses.	Losses to Ins. Cos.		Total Losses.	Losses to Ins. Cos.
GLAMFORD, 10th, barn, O & T J. A. Duncan; Ca lightning.	1700	1200	SOUTH ELMSLEY, 4th, store-house, O & T E. Salmon; Ca incendiary.	200	200
GLENCOE, 12th, barns, O D. Graham; Ca lightning.	1500	.....	SOUTH NORWICH, 19th, dwelling, O C. Patterson.	300	150
GLOUCESTER TP., 23rd, dwelling, O J. Murphy; Ca defective pipe.	450	325	SEAGRAVE, 20th, store-house, O & T A. Mills; Ca spark from train.	400	400
GRIMSBY TP., 10th, barn, O J. Tufford; Ca lightning.	1200	.....	STRATFORD, 18th, dwelling, O J. Fraser; Ca spark from train.	500	500
HAMILTON, 3rd, wharf and boat-house, O H. L. Bastien.	1200	200	STEPHENSON, 10th, barn, O & T J. Balment.	648	413
19th, Tisdale street, fire works factory, O Dixon Bros.; Ca explosion.	1000	.....	SYDENHAM, 8th, stable, O D. Downey; Ca boys shooting.	195	195
22nd, outbuildings, O H. Hoskins; Ca lightning.	550	310	ST. THOMAS, 12th, dry goods, T Pollock & Baird.	7080	7080
27th, Ferguson Avenue, dwelling, O R. Nisbet; Ca mysterious.	638	638	ST. VINCENT, 6th, barn, O W. H. Laycock.	300	300
HUNGERFORD, 31st, dwelling, O & T R. Coulson.	800	600	THOROLD, 15th, dwelling, O J. C. & H. N. McFarlane.	1200	1200
HUNTERS BROOKE TP., 13th, barn, O P. Nedow.	276	174	24th, stable, O A. Schaller.	300	300
KINGSTON, 1st, S 3, B 29, No. 140, dwelling, O Estate Kelly.	1390	1390	TORONTO, 1st, vinegar works, O W. W. Park.	155	155
2nd, stable, O S. Shaw.	100	100	2nd, printing office, O J. Smith.	2000	1200
9th, furniture shop, O Drennan.	1000	1000	4th, lumber building, O & T Withrow & Hillock.	438	438
Dwelling, O Mrs. Kemp, T Mrs. Offord.	150	150	15th, corner King and Bathurst streets, dwelling.	Total.	.....
LANSDOWNE TP., 6th, dwelling, O S. Running; Ca sparks from chimney.	200	91	22nd, S 15, B 57, No. 44 Colborne street, O W. Mussen.	200	200
LINDSAY, 11th, railway car, O Victoria Ry.; Ca spark from engine.	1000	1000	TARA TP., 30th, barn, O S. Warran; Ca lightning.	600	429
13th, silent saw mill, O Kingsford & Kellogg; Ca spark from steamboat.	11000	6000	UPTEGROVE, 7th, barn and outbuildings, O J. O'Donnell; Ca tramps.	1500	1000
LISTOWEL, 1st, tin shop, T J. H. Smith; Ca rags.	332	332	UXBRIDGE, 16th, cord wood.	4500	4000
25th, stable, O Rev. Mr. Cooper.	400	.....	VANKLEEK HILL, 12th, outbuildings, O James Waite; Ca lightning.	Total.	.....
LONDON, 3rd, Waterloo street, stables, O D. Wilson, T Seccombe; Ca incendiary.	650	650	WELLAND, 19th, woolen mill, O A. E. Pitts.	4000	None.
LOUGHBOROUGH TP., Co. Frontenac, 31st, barns, O P. Gain.	300	300	WELLINGTON, 28th, carriage factory, O Bond Bros.	2000	500
MANILLA STATION, hotel stables, O P. L. Grass.	1500	.....	WINDSOR, 7th, Baptist church (colored).	1000	400
MARCH TP., 6th, dwelling & sheds, O J. G. Street.	4600	1600	WOODBRIDGE, 18th, building, O Abell & Schnider; Ca spark from bakery.	4500	3100
MANVERS TP., 18th, barn, O R. Beath. Tenant.	400	250	Building, O Miss Gamble.	1600	1400
MATILDA TP., 26th, barn, O W. Rylance; Ca lightning.	311	311	Dry goods, T T. Keedwell.	1400	1400
MOUNT FOREST, 30th, saw mill, O Marlin & Sons.	12000	4500	Dwellings, O Miss Gamble.	500	None.
MISSISSIPPI STATION, 15th, trestle bridge.	.....	.....	Store-house, O & T O. Abell.	1000	None.
NAPANEE, 23rd, dwelling, O Mrs. H. A. Perry; Ca lamp explosion.	500	300	WEST ZORRA, 1st, barn and sheds, O & T George Murray.	650	583
31st, vacant dwelling, O Sir R. Cartwright.	200	200	25th, barn and contents, O & T D. J. Dundas; Ca lightning.	1167	550
NEWCASTLE, 4th, barn and stable, O J. Gregory; Ca tramps.	100	100	WESTMINSTER, 9th, barns, O J. Brien.	2000	1000
NEW EDINBURGH, 23rd, flour mill, O McClymont, T Thos. McKay & Co.	500	500	YORK TP., 24th, barn, O J. McCarter.	600	600
NEW HAMBURG, 10th, dwelling and barn, O C. Shultz.	4000	None.	ZURICH, 10th, dwelling, O W. Fee.	500	.....
NORWICH, 21st, barn, O D. R. Foster; Ca incen'y.	300	200	PORT OF DULUTH, U.S., (Canadian risk), 19th, steamer "Winnipeg," O Smith & Keighley.	50000	30000
NISSOURI TP., dwelling, O R. Hobbs.	1100	700	QUEBEC.		
ORANGEVILLE, 6th, shingle mill, O T. Lawson.	Total.	.....	BERTHIER EN HAUT, 16th, offices, C Beet Root Sugar Co.; Ca sparks from train.	250	.....
OTONABEE TP., 18th, barn, O J. Watson; Ca children burning potato-bugs.	864	864	BOUCHERVILLE, 23rd, barn.	Total.	.....
OTTAWA, 4th, dwelling, O Mrs. J. Regan.	115	115	ETCHEMIN, 8th, match factory, O Howard.	250	None.
PARKDALE, 18th, shed, O D. Boyd; Ca spark from tobacco pipe.	Total.	.....	GRAND PILES, R.R. ties, O Gowin & Norman.	1250	1250
PICKERING, 12th, barn, O & T George Cowan.	750	750	JOLIETTE, 10th, Sheet 2, B 11.		
PERTH, 12th, barn, O & T Gainsby.	200	200	No. 2, bank and dry goods, O J. B. Chapdelaine.	7000	3000
PETERBORO', 14th, vacant building, O E. Chamberlain.	Total.	.....	T H. V. Boire.	850	600
PLYMPTON, 26th, barn, O & T C. Robinson; Ca lightning.	325	200	T S Piquette.	1200	900
PORT HOPE, 2nd, hay storage, O Kirchoffer Est., T various.	1000	650	No. 4, building, O Hon. J. W. Bellerose.	4000	2000
PORT ROBINSON, 15th, dwelling, O Dr. J. C. McFarland.	Total.	Ins'd.	T J. Mercier.	300	250
RIVERSIDE, 17th, stable, O Stevens.	200	.....	Nos. 6, 75, 76, grocery and outbuildings, O J. E. Renaud.	5800	2556
			No. 7, building, O Mrs. F. X. Lafontaine.	800	.....
			T F. H. Renaud.	3300	1970
			Nos. 9 and 10, buildings, O H. J. Vaine.	300	.....
			Grocery, T L. A. Lavaille.	900	770
			Nos. 12, 13, 14 and 15, building, O E. Fisk.	9500	4000
			Hardware, T L. N. Ducondée & Co.	1825	1225
			Dry goods & groc., T L. N. Ducondée & Co.	9000	5000
			Law office, T C. P. Charland.	500	.....
			T C. Labreche.	2800	2800

PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.		PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPROXIMATE.	
	Total Losses.	Losses to Ins. Cos.		Total Losses.	Losses to Ins. Cos.
JOLIETTE—Continued.			St. BRIGIDE, 1st, saw mill, O & T Cannidian Peat Co.	\$1500	1650
No. 20, hotel, O P. Chevalier.	\$10500	\$3500	St. JOSEPH DE LEVIS, 7th, vacant factory.	Total.	.....
No. 22, restaurant, O M. S. Boulet.	1100	.....	St. RAPHAEL, 10th, R. C. Presbytery.	4000	2000
T Laveillé.	180	.....	St. ROSALIE, 9th, steam saw mill, O & T Beau-regard.	2625	1250
No. 24, dwelling, O Hon. G. Baby.	600	400	St. SYLVESTRE, 4th, 3 dwellings.	.....	.....
No. 26, dwelling, J. Piquette.	250	250	SHEFFORD, 26th, 2 barns, O & T E. E. Temple; Ca lightning.	340	225
Nos. 28, 29, 31 and 32, grocery, O F. B. Godin.	800	.....	THREE RIVERS, 10th, cord wood, O A. Gagnon.	2000	1000
T L. W. Godin.	1000	1000	O H. Frigon.	1500	1000
T J. Ferschke.	450	315	WICKHAM, 12th, bark, O Daigneau & Co.; Ca bush fires.	5000	4000
T A. Guilbault.	600	275	NEW BRUNSWICK.		
B 14, No. 43, shoe factory, O E. Guilbault.	608	608	AROOSTOOK JUNCTION, Victoria Co., 4th, steam saw mill, O Grantham Bros.; Ca from furnace.	8000	2000
B 11, No. 63, tinsmith, O J. Lachapelle.	300	.....	CARLETON, St. John, 8th, cor. Queen and Ludlow streets, dwelling, O O. Harrigan.	500	500
T J. Dalford.	200	.....	16th, dwelling, O F. Campbell.	800	300
B 15, No. 37, dry goods, T J. B. A. Richard & Co.	70	70	23rd, barn, O & T R. H. Austin; Ca incendiary.	700	None.
Town Hall, O Corporation.	180	180	FLORENCEVILLE, 14th, dwelling and barn, O R. Wheeler; Ca spark from chimney.	2000	1000
LONGWICK, 12th, shop, O G. W. Beard; Ca mysterious.	125	100	Dwelling and barn, O Mrs. G. W. Wheeler.	2500	None.
MAGOG, 18th, dwelling, O A. Hittaker.	400	250	Dwelling, O S. Taylor.	200	None.
MONTREAL, 6th, S 32, B 227, corner Queen and William streets, dwelling and stable, O T. Hanley.	246	221	Dwelling, O Rev. J. Flewelling.	1000	600
T J. F. Carter, cooper.	554	554	Church, O Trustees.	1500	None.
8th, S 90, B 737 144 Amherst street, T various.	500	200	KINGSCLEAR, York Co., 16th, dwelling and 2 barns, O R. Wynn.	800	800
10th, S 12, B 72, cor. St. Peter and Common streets, O Rev. Sœurs Grises.	B 6103	6103	LOWER SACKVILLE, 1st, dwelling and barn, O T. R. Richardson; Ca mysterious.	2300	.....
Shoe factory, T Pinkerton & Witham.	57500	57500	MONCTON, 5th, dwelling, Mrs. Eliza Peters.	1765	1765
Provisions, T A. Hodgson & Sons.	3300	3300	PAINSEC JUNCTION, 10th, steam saw mill, O F. A. Jones; Ca lightning.	6000	3500
10th, S 26, B 183, 318 St. Joseph street, dry goods, O & T Z. St. Maurier.	342	342	St. JOHN, 5th, S 13, B 99, No. 128, police building, O Corporation; Ca cigar in wooden spittoon.	150	150
15th, S 73, B 571, 214 Cadieux street, T James Cox.	400	400	9th, S 8, B 63, No. 166, dwelling and shop, O Mrs. H. Jack, T R. Smith; Ca goods too near stove.	250	250
21st, S 18, B 121, 241 St. Lawrence street, dry goods, T E. P. Paquette; Ca scrap paper.	B 400	4088	SUSSEX, 6th, carriage shop, O & T J. Hornbrooke.	2000	1000
31st, S 22, B 160 cor. Felix and Albert streets, saw mill, O Trudeau & Mooney.	1900	1800	SALISBURY, 28th, 3 buildings and 2 barns, O & T various.	.....	.....
31st, S 26, B 181, 352 St. Joseph street, confectionery, O & T W. H. Shaw.	800	800	NOVA SCOTIA.		
31st, S 7, B 29, 455 St. Paul street, liquor warehouse, T Hartlaub, Smith & Co.; Ca lamp upset.	120	120	HALIFAX, 16th, R. C. Orphanage.	6000	6000
NEW LIVERPOOL, 5th, lumber, O Hamilton Bros.	50000	None.	NEW ALBANY, 20th, saw mills, O Voce & Co.	10000	.....
OXFORD, 10th, dwelling, O J. Dolan.	475	475	MANITOBA.		
PASPEBIAC, 11th, fishing station and surrounding buildings, 57 in all, O Mr. Le Boutillier; Ca bush fires.	30000	.....	St. PAUL, 22nd, barn, O C. Fiddler.	150	150
QUEBEC, 6th, dwelling, O Susan Ward.	125	125			
18th, S 15, No. 112 Prince Edward street, last factory, O & T M. W. Anderson.	1200	1200			
26th, dwelling.	200	.....		
27th, dwelling, O A. E. Dufresne.	250	250			
27th, dwelling, O D. Bradley.	3600	2000			
27th, S 14, B 16, St. Joseph st., dwelling, O & T J. Boulanger.	803	803			
ROXTON FALLS, R. C. Presbytery.	.....	.....	
St. AGAPIT, 4th, 5 dwellings.	.....	.....	

ERRATA AND OMISSIONS IN JUNE FIRE RECORD.

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

Corrections.—FREDERICTON, N.B., **S** 6, **B** 2, No. 29, dwelling and barn, **O & T** J. Machum. Insurance paid, \$264.
 “ Nos. 31 and 32, dwelling, **O & T** McCafferty. Loss, \$1,200; Insurance paid, \$1,100.

NASHWAAKSIS, N.B., No mill burnt here in June.

Omissions.—COLBORNE TP., Ont., hotel, **T** J. Martin. Loss, \$500; Insurance paid, \$500.
 SIDNEY TP., Co. Hastings, Ont., 8th, farm dwelling, **O & T** P. M. White. Loss, \$200; Insurance paid, \$200.
 QUEBEC, 21st, brush-maker, **T** A. R. Prumeau. Loss, \$450; Insurance paid, \$450.
 RIVIERE DU LOUP, Que., 12th, barn, **O** and **T** E. Pichette. Loss, \$1,700; Insurance paid, \$1,700.
 STANFOLD, Que., 20th, farm dwelling, **O & T** Provencher; **Ca** bush fires. Loss, \$1,000; Insurance paid, \$700.

LIST OF INSURANCE PLANS

PUBLISHED BY

CHAS. E. GOAD - - - - CIVIL ENGINEER
102 ST. FRANCOIS XAVIER STREET, MONTREAL.

ONTARIO.

Ailsa Craig	Brussels	Fort Erie*	Madoc*	Pembroke	Stouffville*
Alexandria*	Caledonia*	Fort William*	Markham*	Perth	Stratford
Alliston*	Campbellford	Galt	Markham*	Peterboro'	Strathroy
Almonte	Cannington*	Gananoque	Merrickville	Petrolia	Streetsville*
Amherstburg	Carleton Place	Georgetown	Merritton	Picton	Tamworth*
Arnprior	Cardinal*	Glencoe*	Millbrook	Point Edward*	Teeswater*
Ancaster*	Carronbrook*	Goderich	Milton	Port Burwell*	Thornbury*
Arthur*	Cayuga*	Gavenhurst*	Mitchell	Port Colborne*	Thorold
Ashburnham*	Chatham	Grimsby*	Morrisburg	Port Dalhousie*	Tilsonburg
Aurora	Chippawa*	Guelph	Mount Forest	Port Dover*	TORONTO Vol I
Aylmer	Clarksburg*	Hamilton	Napanee	Port Elgin*	" " II
Ayr*	Clifford*	Harriston	Newbury*	Port Hope	Trenton
Baden*	Clifton	Hastings	Newcastle	Port Perry	Tweed
Barrie	Clinton	Hawkesbury*	New Edinburgh*	Port Stanley	Uxbridge
Beaverton*	Cobourg	Hespeler*	Newmarket	Prescott	Walkerton
Belleville	Colborne	Ingersoll	Norwich	Preston	Wallaceburg
Berlin	Collingwood	Jarvis*	Oakville	Renfrew	Wardsville
Blenheim	Cornwall	Kemptville	Odessa*	Ridgetown	Warkworth
Blyth	Crosden*	Kincardine	Omeme	St Catharines	Waterloo
Bobcaygeon	Drummondville*	Kingston	Orangeville	St Mary's	Watford
Bolton*	Dundas	Kingsville*	Orillia	St Thomas	Welland
Bothwell*	Dunnville	Lakefield*	Orono	Sarnia	Whitby
Bowmanville	Durham	Leamington*	Oshawa	Seaforth	Windsor
Bracebridge*	Elmira*	Lindsay	OTTAWA	Shannonville	Wingham
Bradford	Elora	Listowel	Owen Sound	Simcoe	Woodbridge*
Brampton	Essex Centre	London	Paisley	Smith's Falls	Woodstock
Brantford	Exeter	L'Orignal*	Pakenham*	Southampton	Wroxeter*
Brighton	Fenelon Falls	Lucan	Palmerston*	Stayner	Yorkville*
Brockville	Fergus	Lucknow	Paris	Stirling*	
Brooklin*	Flesherton*	Lyn*	Park Hill		

NOVA SCOTIA.

QUEBEC.	P. E. ISLAND	Amherst	Kentville
Acton*	Alberton*	Annapolis	Liverpool
Aylmer	Charlottetown	Antigonish	Lunenburg*
Beauharnois	Georgetown*	Arichat*	New Glasgow
Bedford	Princetown*	Bear River*	Pictou
Berthier*	Souris*	Bridgetown*	Shelburne*
Brigham	Summerside*	Bridgewater*	Stellarton*
Buckingham*	Montague*	Canso*	Sydney
Coaticook		Chester*	Truro
Coteau St Louis		Dartmouth	Windsor
Cowansville		Digby	Wolfville
Danville*		Guysborough*	Yarmouth
East Farnham		HALIFAX	
Frelighsburg*			
Granby			
Hemmingford			
Hochelaga			
Hull*			
Huntingdon*			
Joliette			
Lachine			
Lachute			
Laprairie			
L'Assomption*			
Lennoxville			

NEW BRUNSWICK.

MANITOBA.	NEW BRUNSWICK.
Winnipeg	Bathurst
Emerson	Campbellton
Portage-la-Prairie	Carleton
Selkirk	Chatham
	Dalhousie
	Dorchester*
	Fredericton
	Grand Falls*
	Hillsborough*
	Moncton
	Newcastle
	PORTLAND
	Petitcodiac*
	Sackville
	Salisbury*
	St. Andrews
	ST. JOHN
	St. Stephen
	Shediac*
	Sussex*
	Woodstock

**NEWFOUND-
LAND.**

ST. JOHN'S
Harbour Grace
Carbonear

* Places thus marked, mostly small villages, will be surveyed as soon as required.

Printed Appliance Reports are prepared of most places above noted, giving information respecting means of protection against fire, etc.