

Technical and Bibliographic Notes / Notes techniques et bibliographiques

Canadiana.org has attempted to obtain the best copy available for scanning. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of scanning are checked below.

Canadiana.org a numérisé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de numérisation sont indiqués ci-dessous.

- Coloured covers /
Couverture de couleur
- Covers damaged /
Couverture endommagée
- Covers restored and/or laminated /
Couverture restaurée et/ou pelliculée
- Cover title missing /
Le titre de couverture manque
- Coloured maps /
Cartes géographiques en couleur
- Coloured ink (i.e. other than blue or black) /
Encre de couleur (i.e. autre que bleue ou noire)
- Coloured plates and/or illustrations /
Planches et/ou illustrations en couleur
- Bound with other material /
Relié avec d'autres documents
- Only edition available /
Seule édition disponible
- Tight binding may cause shadows or distortion
along interior margin / La reliure serrée peut
causer de l'ombre ou de la distorsion le long de la
marge intérieure.
- Additional comments /
Commentaires supplémentaires:

Continuous pagination.

- Coloured pages / Pages de couleur
- Pages damaged / Pages endommagées
- Pages restored and/or laminated /
Pages restaurées et/ou pelliculées
- Pages discoloured, stained or foxed/
Pages décolorées, tachetées ou piquées
- Pages detached / Pages détachées
- Showthrough / Transparence
- Quality of print varies /
Qualité inégale de l'impression
- Includes supplementary materials /
Comprend du matériel supplémentaire
- Blank leaves added during restorations may
appear within the text. Whenever possible, these
have been omitted from scanning / Il se peut que
certaines pages blanches ajoutées lors d'une
restauration apparaissent dans le texte, mais,
lorsque cela était possible, ces pages n'ont pas
été numérisées.



INSURANCE and REAL ESTATE SOCIETY

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

Vol. III., No. 10.
OFFICE: 102 St. Francois Xavier St.

MONTREAL, OCTOBER 20, 1883.

SUBSCRIPTION:
\$1.50 per ANNUM.

The Office of

"INSURANCE SOCIETY"

IS IN THE

EXCHANGE BANK CHAMBERS,

No. 102 ST. FRANCOIS XAVIER STREET, MONTREAL

Annual Subscription (in advance) - \$1.50

Single Copies (in numbers less than 100) - 0,15

PRINCE EDWARD ISLAND BOARD OF FIRE UNDERWRITERS.

A year ago we referred to the demoralization of Fire Insurance rates at Charlottetown, P.E.I., and to the prospect of a better state of things; but from various causes nothing definite was done until last August. In that month a meeting was held of the Agents of all the Fire Insurance Companies transacting business in the Island, and as there was an unanimous opinion that the game of undercutting was a losing pastime for the Agents themselves, as well as their Companies, they had no difficulty in coming to the conclusion that a Board should be formed and a tariff made, giving specific ratings for all risks in Charlottetown, and in the built up portions of Summerside, Alberton, Souris, Georgetown and Montague Bridge; and general ratings for risks outside of these districts.

Messrs. Chas. D. Cory and C. E. L. Jarvis, of St. John, N.B., were communicated with to ascertain if they would prepare this tariff conjointly, which they agreed to do. The work was commenced last month, and the tariff, we believe, is now in the hands of the printers; the new rates will therefore soon be in force.

On 27th ult. the Board was fully organized, and the following officers elected: Geo. W. DeBlois, President; J. DesBrisay, Vice-President, and Alex. S. Urquhart, Secretary.

We wish the new Board every success, and hope they will continue working harmoniously for the good of the cause; and as all the members are gentlemen who have confidence in each others good faith we cannot see why they should not continue to do so, and that in due course of time INSURANCE SOCIETY will be able to publish an account of the 18th Annual Meeting of the P. E. I. Board, as it did in January

last, in the case of their confreres in the sister maritime province of New Brunswick.

"QUOD FIERI NON DEBUI FACTUM VALET."

It would seem as though this law maxim attributed to Coke was true so far as insurance legislation in the Dominion goes, and that "FIAT JUSTITIA, &C.," finds no echo in the Department at Ottawa. The *New York Chronicle* in a recent number compliments the Standard Fire Insurance Company of Hamilton for its "nerve" (sic) in extending its business through the Dominion while it has only a deposit and license for the Province of Ontario. Respecting the "nerve" displayed we cannot help recalling the saying that "no one is a prophet in his own country," and probably faith in the "Standard" through Ontario has not been of so complete a character as its Directors could wish of late; consequently, we fear, that Company has sought other pastures at a distance from home, where the concluding words of the *Chronicle*, that the "reliance" "which has come and is coming to it by the legitimate growth of public confidence in the indemnity it offers," may not have the unreal sound they certainly would have in Ontario. We also are of opinion that the so-called "nerve" will be used in the settlement of losses after the manner attempted with Mr. Fitch of Quebec.

Turning to the general view of the question we would be glad to know whether business which ought not to have been done (being illegal) holds good, because not only is the "Standard" transacting business in Quebec, but also the "Farragut," and one or two other one-horse companies from the States, having paid no deposit nor obtained any license. The receipts are issued by an attorney—so styled at least—and if the Insurance Department has no power, or, as we are inclined to think, will not exercise such power to stop this poaching, it simply turns the Department into a laughing-stock, while a gross piece of injustice has so far been practised against all foreign companies who might have worked their Canadian business from across the border. The head offices for three Companies indeed are in Hartford, and why should not they do as the "Farragut," and appoint not agents but attorneys, making no deposit and paying no taxes.

We trust, however, that even yet we may be mistaken, and that the Government will prove in a very severe manner that the laws framed for the Dominion are not a mere dead letter reversing the above maxim which savors more of law than justice.

THE ONTARIO TARIFF.

On the 1st of this month the Ontario Tariff agreed upon by all the Stock Fire Insurance Companies came into operation, and we sincerely trust, in the interest of all, it will be maintained and even extended—as we hear is likely—to the Province of Quebec. We say in the interests of all because it is of importance to the public as well as the companies that insurance should be on a paying basis, which latterly in Canada it certainly has not been. We are aware that it is difficult to make insurers view the matter in this light, their argument generally being that the cheaper insurance can be procured the better it is for the insurer; but a little reflection will prove such argument a fallacy, and that when insurance does not pay the companies it cannot in the long run be beneficial to the public, for fire insurance being a branch of commerce is governed by commercial laws, and no one would be rash enough to assert that it would be of advantage to the community at large should a number of merchants, through reckless competition, dispose of their goods at a loss. We all know very well that this last means a bad state of trade, which sooner or later ends in disaster and ruin, and in that case not only do the aforesaid merchants suffer, but also the public with whom they have been trading. And so with fire insurance which, if continuously unprofitable, simply amounts to the withdrawal or collapse of certain companies, and the consequent loss of so much circulating capital. Thus it is a grievous error to suppose that it does not signify how the companies suffer, provided the insurers obtain cheap insurance.

The public is sometimes unnecessarily angry with the offices for combining together to give rates or tariffs condemning such under the name of "Insurance Rings," and so forth, reasoning that if fire insurance is a commercial commodity, which we concede at once, an open market is all that is wanted to fix the fair price. But fire insurance differs from other commercial articles, inasmuch as the time for receiving the returns on the sale or transaction is uncertain, and therefore it is that past experience is the compass by which the underwriter is guided. With a parcel of dry goods or groceries we know that it cost so much, and that by selling at a certain figure we secure a profit or make a loss, as the case may be; but this, as we have said, cannot be done as regards fire insurance, and offices by bringing together their combined experience to enable them to arrive at a fair paying price are simply acting wisely and fairly, both to themselves and their customers, in adopting the only course compatible with their business.

We certainly do not intend to notice the foolish outcry raised sometimes against the large reserves accumulated by Fire Insurance Companies, which reserves it is claimed are a robbery from the public, in the shape of unnecessarily high rates; "abuse is no argument," and we shall content ourselves with pointing out that from the returns furnished by the Government Departments, both in the United States and Canada, it is evident that the rates paid to Fire Insurance Companies for some time past have been the reverse of exorbitant, indeed we go further—so far as Canada is concerned—and repeat the generally acknowledged fact that of late years the business of fire insurance has not been profitable, and has been gradually slipping from bad to worse.

It was in order to rectify this unsatisfactory state of things that the Ontario Tariff was inaugurated, the necessities of the case demanding that the demoralization existing so long should be checked and a reformation commenced. The work of compiling a Tariff to meet the requirements of a district like Ontario is both arduous and complicated, but we believe the same has been accomplished in the spirit of fairness and equity towards the public as well as the companies. We do not mean to say the Tariff is perfect, but it errs rather on the side of leniency than stringency, while, in a vast undertaking of this kind, it is almost impossible, in the outset at all events, to avoid some inconsistencies, but the method pursued, as a whole, has reflected credit on those who have taken the active part in framing the Tariff. That method has consisted in classifying the various cities and towns according to their fire protection, construction, etc., and fixing the rates accordingly. The offices considering it to be but reasonable that those towns which had spent large sums of money in water works and steam fire engines should reap the benefit thereof by a correspondingly moderate rate of premiums. There are five classes—the highest composed of cities like Hamilton, London, Ottawa, Guelph and St. Catharines, and the lowest comprising towns or villages having only a hand-engine or no fire protection. This ought to be acceptable to the insuring public, and offers an inducement to the lower classed towns either to provide themselves with fire protection or to improve those appliances they already possess.

It is possible there may be one or two towns who think they should rank in a higher class than that in which they have been placed, for there never was a law made which satisfied all parties, but we are of opinion that, taken altogether, the companies in their classification have shown the strictest impartiality.

The Tariff, it must be admitted, so far is simply a minimum Tariff, and does not deal with the contingency of exposures, nor that of the additional hazard incurred by more than one risk being between two fire walls; but it is not wise to attempt too much in starting any reform, and we have no doubt that when the Tariff is in good working order these points and others will be adjusted.

We have not the space to criticize the minor details of the Ontario Tariff, but the objectionable features seem to us comparatively "few and far between;" and we can only conclude with the repetition of the hope already expressed that this praiseworthy effort of the Companies to retrieve past errors and place Canadian Fire Insurance on a sound basis will be upheld and extended.

PROPHECY IN THE LATTER DAYS.

On Tuesday, the 25th September, information reached this city that a schooner being built at Belyea's Cove, Queens Co., by Mr. Samuel Gilchrist, had been destroyed by fire on the previous Sunday, also two barns located near the ship yard, and the item was published in the city papers. The announcement was also made that the vessel was uninsured. Parties living near the yard were surprised on reading the item in the papers, as they were still able to look upon the schooner in all her fair proportions making rapid progress towards completion. On the following Sunday morning, however, at a very early hour the vessel was discovered on fire and totally destroyed. The only portion of the prophecy which failed was the burning of the barns, as none were near the yard. The vessel was also insured.—*Daily News, St. John, N.B.*

CO-OPERATIVE OR ASSESSMENT ASSURANCE AND GOVERNMENT SUPERVISION.

In the Province of Ontario Co-operative or Assessment Assurance, although presenting dimensions by no means insignificant and constantly increasing, is placed under no legal supervision or restraint whatever. And yet it is undoubtedly a branch of that Life Assurance for which the Dominion Government has a superintendent, and the Ontario Government an Inspector, which business no Company can transact until it has complied with certain statutory regulations; foremost among them being the submission of its books and accounts for inspection, and the depositing with the Government of a sum of money somewhat proportionable to the amount of business it transacts. Neither can the Dominion Government be said to have legislated on the subject of Co-operative or Assessment Assurance, unless chap. 71, Consolidated Statutes of Canada, "An act respecting Charitable, Philanthropic and Provident Associations,"—can be construed as bearing upon it. The substance of this act is as follows: "Any number of persons may unite themselves into a Society for making provision by means of contributions, subscriptions, donations or otherwise, against sickness, unavoidable misfortune or death, and for relieving the widows and orphan children of members deceased"

The relief of the widows and orphans of deceased members savors of life assurance, and "provision, by means of contributions, donations or otherwise" might, without greatly straining the meaning of the words, be regarded as including annual or other premiums for sums assured, payable at death, and if that be the case Co-operative or Assessment Associations will clearly come under the supervision of the Superintendent of Insurance, and be amenable to the laws affecting Life Assurance Companies. In the Province of Quebec the system has, to a certain extent, been legislated upon, a bill and an amendment thereof,—being chap. 49, 45 Vic., and chap. 19, 46 Vic.—having been passed by the legislature of that Province; the principal feature of which seems to be a *permission* to deposit with the provincial Treasurer in trust, any cash or bonds which can be conveniently spared without prejudice to *immediate* requirements.

In some of the neighboring states, as will be shown hereafter, the duty of legislating upon the subject has been recognized, and the associations have been brought under the supervision of law. But there the system has assumed enormous proportions, and glaring wrong has been done by unprincipled promoters to thousands of people, who in their simplicity have entrusted their hard earned savings to them.

In Ontario the system may be said to be yet in its infancy, it has hardly had time to develop its mischievous tendencies. But the machinery is at work, and the result will in due time appear in the same way as it has done in the United States.

One can hardly take up an American Insurance Journal or State Commissioners' Report without having his attention drawn to the evils of the system, more especially when unrestrained by Legislative interference. We therefore think the Dominion Government should, without delay, pass some laws placing these Societies on much the same footing as

ordinary life companies now are on. Is it not better to take early action than wait until disaster shall render legislation compulsory?

Farther, if it be necessary to legislate for Life Assurance Companies whose transactions are based on data as accurate as the experience of over a century can render them, surely, it becomes doubly necessary to legislate for irresponsible associations like these Co-operatives, which, without any security whatever, enter into obligations,—promises of indemnity on the strength of assessments which members can pay or refuse to pay as they please. There has been an immense amount of loss and suffering already through the failure of such institutions, and we therefore urge the necessity of immediate action for the protection of the public.

Let a Government deposit be required by way of security to begin with, and a rigid examination of their books and accounts be made by the Superintendent of Insurance annually, and full and detailed statements of receipts, expenditure, assets, and liabilities be published by him.

We think the whole system delusive, but if any respectable Society puts up a proper guarantee of good faith, we would let them do business. Until the public has been enlightened by experience we cannot expect any radical changes, and at all events others have a right to put their views into operation if they give proper security. But that irresponsible and in too many cases dishonest men shall be at liberty to form "Societies" and take advantage of the ignorance of the public on these matters for the sake of lining their own pockets, is against common sense. Let a deposit be made and full accounts published. This will weed out most of the weak and worthless societies, and the full information given will enable the public to judge of the position of those that remain. It would also have a retroactive effect, for it would be against the interest of the Societies to pay so much away to General Agents and promoters when their whole transactions would be exposed to public view.

We are aware that we will be accused of writing this only in the interest of the "old line" Companies, but this we deny. Any honest Co-operative which is entitled to any confidence whatever, will endorse our remarks. One Co-operative for example has of its own free will made the deposit, and submitted to the examination and publication of its accounts. We doubt, however, if there is another in the Dominion which is either able to do the first, or willing to do the second of these things.

BUYING A LAWSUIT !!

SOLVENT MEMBERS OF DEFUNCT CO-OPERATIVE ASSOCIATIONS
LIABLE FOR UNPAID DEATH LOSSES.

The Supreme Court of the State of New York has just decided, in the case of the Receiver of the defunct Mutual Benefit Association of Rochester (a very popular corporation of short life) *vs.* W. H. R. Lewis, that, "the members of the Association must pay all assessments for losses incurred up to the date of their retirement from the organization, and within 30 days thereafter." The amount unpaid in this case is said to be over \$56,000; and the Receiver will make immediate demand upon the members for the amount due; and, on their failure to pay, suit will be instituted in each case.

Responsible men when asked to join Co-operative concerns should bear the foregoing facts in mind.

**THE STANDARD FIRE INSURANCE COMPANY
OF HAMILTON.**

(ITS SWORN STATEMENTS 1878-1882.)

We have gone carefully over the *sworn* statements of this company from its foundation to December 31st, 1882. Some facts gleaned therefrom will be found interesting. We will first deal briefly with the

PAID UP CAPITAL STOCK.

On December 31st, 1882, the liability under capital stock is represented as being \$19,309, but the *cash received* on capital stock up to that date according to these sworn statements to the Government amounted to \$22,388.45, as will be seen by the following figures :

Amount paid up in cash Decem- 31st, 1878,, as per statement under heading "Capital.".....	Amount of paid up capital under head- ing "Liabilities."
\$10,644 00	\$14,690 00
Received in 1879..... nil	13,584 00
" " 1880..... 5,009 00	15,653 00
" " 1881..... 1,485 45	18,249 00
" " 1882..... 5,250 00	19,309 00
<u>Total received since beginning.. \$22,388 45</u>	<u>\$19,309 00</u>

This is truly a remarkable series of statements. At the very commencement the company declares in its 1878 return, that the capital paid up is \$10,644, while under "liabilities" the amount is stated to be \$14,690, or about forty per cent. more than the first amount. Which statement to believe we do not know. By the close of next year (1879), over \$1,000 of this "paid up capital" had in some mysterious way disappeared, and the amount was stated to be only \$13,584, although no amount had been paid to redeem stock. What became of the thousand dollars? It may be said that the directors cancelled it for non-payment, of calls, but this cannot be for the subscribed capital did not vary in the least, moreover the share list is precisely the same as the previous year, with the exception of two unimportant transfers. Again, while the statement says that the "total capital paid up in cash and notes" is \$15,653 00, the list of shareholders attached to the return gives capital "paid up in cash" \$16,199.00, and "paid by note" 3,100, making in all \$19,299. The amount paid up in cash alone, as given here, is larger than the amount stated in the accounts to which it is attached, as the "total capital paid up in cash and notes." Either one or other of these statements is evidently false, and as both are *sworn to by the officers*, we leave it to our readers to judge whether they are guilty of perjury or not. Another point on which we would like information is as to whether this \$3,100 last alluded to as notes given for calls on stock, is not included in the \$11,997 of bills receivable for which the company takes credit. We believe it is, although of course we cannot be absolutely certain. If it is, the company's officers have deliberately prepared, published and sworn to statements purporting to show its financial position which were glaringly false and intended to deceive the public.

In the next year, 1880, \$5,009 was said to be received from calls, and still the "paid up capital" only increased,

by a little over \$2,000, to \$15,653. What became of the remaining \$3,000? In 1881, \$1,485 was received from calls, but strange to say the capital increased nearly \$2,600. Was this \$1,100 part of what belonged to 1880, and was it merely one of the usual mistakes that placed it in the 1881 account? In 1882, \$5,250 was received from calls, and the paid-up capital increased only by a little over \$1,000. To sum up: \$22,388.45 has been acknowledged as received in the five years, and only \$19,309 is accounted for. About fifteen per cent. of the capital has disappeared in some mysterious way. We have been told that the explanation which will be given, is that certain shares have been confiscated by the directors for non-payment of calls. The directors certainly have the power to do this, but we most emphatically assert that we do not believe this can explain matters. We challenge the officers to name the holder of even one share which had a dollar paid on it *in cash* which they forfeited. We have looked carefully through their published share lists and fail to find in any one of them even one shareholder who, if he had paid any sum at all in cash, had not paid the full ten per cent. on the amount subscribed, and thus placed himself beyond the power of the directors to cut off. We forget however, there is one such name, Mr. H. Theo. Crawford, the secretary of the company. Have the directors cancelled his stock? It must be remembered that it is the amounts actually received by the company which have to be accounted for, and the writing off of some notes for stock as worthless, does not account for the deficiency in the actual cash transactions. We believe the company has written off part of its stock notes, but this merely goes to show that a large proportion of their notes for stock are utterly worthless. For our part, we are inclined to think that nearly if not all these notes should be written off. If they are of any value whatever, why have they not been collected long ago?

In the list of stockholders for 1880, we notice the name of Mr. James B. Boustead, \$2,000 subscribed, \$200 paid. In the list for 1881, we notice the same name with the same amount subscribed, but *nothing paid*. Was the \$200 returned, or was it merely another mistake?

INTEREST AND DIVIDENDS DUE AND ACCRUED.

We would next draw the attention of our readers to the item "Interest and dividends due and accrued," but which had not been paid the Company at the close of the year when the accounts were made up. The amounts given under this heading in the list of assets of the different years are as follows :

Year.	Amount.	Per cent. of in- vested assets.	Interest and Dividends received.
1878.....	\$ 649.05	2.2
1879.....	2,037.48	6.6	\$ 607.80
1880.	4,115.00	11.9	585.13
1881.....	2,939.45	9.3	1,627.68
1882.....	4,183.05
	<u>\$9,740.98</u>	<u>7,003.66</u>

The first thought which strikes one on looking at these figures is, what a lot of bad investments the Company must have. At the close of 1879 more than a whole year's interest on all their investments including cash on hand and in bank was outstanding. That means that either every investment they had was a year behind in its interest, or that some of them were in arrear very much more than a year. But what shall we say when we find that at the close of 1880 there were two years' interest in arrear? By the end of 1881 this amount had been reduced somewhat, but was still equal to over one and a half year's interest. But when we look further into matters we find them still worse.

The amount received for interest and dividends in 1879 did not even amount to the mere outstanding interest reported at the close of 1878; the amount received in 1880 was but little over a quarter of the amount outstanding at the end of 1879; and the amount in 1881 was not much more than a third that outstanding of 1880. The amounts of interest received included, probably at least, much that was not outstanding at the close of the previous years, but were paid before the close of the year in which they fell due. It is very clear therefore that but very little, if indeed any, of the amounts reported as outstanding interest at the close of 1878, 1879 and 1880 at least, were ever paid. They were to a large extent, worthless bogus assets.

In the statement for 1879, we notice in addition to the item "Interest accrued and unpaid on all above loans," another one "Dividends accrued and due, \$1,800.98." The same item occurs in the 1880 report, the amount being \$2500. Now the only investment in the whole list of their assets to which this can in anyway be made to apply is the Canada Loan and Banking Company's stock, \$15,350. This Company, although another of Mr. Chisholm's protégés we believe paid its dividends regularly, and we see no reason why the Standard should not have drawn what was coming to it, like other people. From the character of the Company and its officers we think it very unlikely that they would fail to collect the money. If the amount outstanding on this investment alone at the close of 1879 had been collected in 1880, the interest receipts from this source alone would have been \$1800, instead of only \$585. In the same way if the amount outstanding in 1880 had been collected in 1881, there would have been an interest income of \$2500 from this alone, instead of \$1,627 in all. Were these dividends drawn in 1880 and 1881? If not, why were they not?

PYRAMID OF ASSETS.

The Standard has been in the habit of publishing a "pyramid of assets" showing its growing size and strength. Let us see of what this growth consists, and whether it adds to the strength of the Company. That the position may be readily seen we have shown in tabular form, the growth of the assets and the growth of certain objectionable items in those assets.

Year.	Total Assets.	Increase over previous year.	Agts' Balances Bills Receivable and "Miscellaneous."	Percentage Column 3 forms of total Assets.
1878...	\$45,439.57		\$13,628.88	30
1879...	53,712.01	\$8,272.44	19,616.03	37
1880...	62,855.67	9,143.66	22,271.64	35
1881...	61,005.66	-1,850.01	26,395.88	43
1882...	77,213.15	16,207.49	40,826.41	53
1878-1882		\$31,773.58	\$27,197.53	

It will thus be seen that the increase in the Company's assets has been almost exclusively in the shape of agents' balances, bills receivable, and other like assets, which are to say the least of doubtful value. These objectionable items, moreover, now form 53 per cent. of the total assets, against 30 per cent. in 1878. This is growth most decidedly, but whether it is a desirable kind of growth, or one that in any way strengthens the Company's position, our readers can judge.

Is it possible that agents' balances amounting to \$12,846.48, and a "miscellaneous" account of \$18,362.86 could have resulted from the business of the year 1882 alone? We do not believe it. To us it seems clear that a considerable proportion of these amounts must consist of old and uncollectable accounts. We venture to assert that a good deal of the agents' balances of 1882 was also included in the account for 1881, and possibly for several years before that. Old accounts of this kind are very rarely of any value, and should not be included as assets, for they are worthless. Had it been possible to collect them would not the management have utilized them long ago in wiping out the Company's debts, or at the very least in keeping it clear of *Bills payable and other Loans*, which amounted on the 31st of December, 1882, to \$25,219.06?

INCOME AND DISBURSEMENTS.

The net income of the Standard for the five years 1878-82 inclusive, as also its net expenditure we give below. The figures are taken from the sworn statements of the officers to the Ontario Government. Under net income, we of course include premiums, interest, etc., but no calls on capital stock or "bills payable."

Year.	Income.	Disbursements.
1878.....	\$45,224.39	\$45,476.63
1879.....	45,174.21	44,415.02
1880.....	63,502.67	62,542.24
1881.....	45,866.83	69,379.86
1882.....	64,072.47	62,620.97
	\$263,840.57	\$284,434.72

There has thus been an actual cash loss of about \$20,600 on the business of the five years, apart even from the losses still outstanding. This can only be provided for out of the paid up capital. As we have shown already the Company acknowledges the receipt of \$22,388 from this source, which should leave a balance of capital not yet used of about \$1,800, which should be all the actual

INVESTED ASSETS

of any kind whatever. In some mysterious way, however, the Company makes this amount to \$9,572.18, thus:

Invested assets including cash.....	\$34,791.24
Less bills payable and other loans.....	25,219.06
Balance, or net assets.....	\$9,572.18

Where the other \$8,000 needed to make up this \$9,572 came from we have not the slightest idea. It is possible that some item of income have been left out in the usual slipshod way of preparing the accounts, but this seems hardly likely, when we remember how anxious the officers are to swell the income. Is not the true explanation more likely

to be that the bills payable and other loans have been understated and really amount to about \$33,000 instead of \$25,219?

But in addition to the bills payable and loans which have to be deducted from the assets as above, there are outstanding losses which amount even by the Company's own sworn statement to \$8,575.00, although the officers stated in a circular that this amount only included their losses in the Province of Ontario. These are crying out for settlement, and must be paid and paid at once. They then must also be deducted if we wish to know what amount of cash assets are left for the protection of policyholders who have not had the luck to be burnt out yet. The matter stands thus:

Invested assets, 31st December, 1882, including cash.....	\$34,791.24
Less bills payable and loans.....	25,219.06
	9,572.18
Outstanding claims.....	8,575.00
	\$997.18
Surplus or net invested assets.....	\$997.18

The Company has thus lost all its capital, excepting \$997.18, even by its own showing. It only manages to keep its head above water at all by borrowing money to an amount much larger than all their paid up capital, and by staving off the payment of losses until they can collect some premiums after the losses have occurred. Most of the policyholders are under the impression that they are paying premiums to form a fund out of which their own losses will be paid if a fire should occur. Happy delusion! Their money goes to pay losses incurred long before, and they are thus merely helping the Company to postpone the time when it will have to close their doors. There is only \$997 of paid up capital left, and they have not even the satisfaction of knowing that their own premiums will be set aside to meet their own losses. We believe that in reality the Company is at least \$10,000 worse off than if it did not own a dollar. Policyholders have absolutely no guarantee whatever except the subscribed stock not yet called, and which is worth but very little. The very president, who held \$14,500 of their stock has, as will be seen by our other columns, cleared the country, leaving claimants behind for many thousand dollars.

The Inspector of Insurance, in submitting to the Provincial Secretary, on 2nd April, 1883, an abstract report of the affairs of those companies, which make annual returns to the Ontario Government, states that it represents their financial position as shown by themselves at 31st Dec., 1882, and is to be considered subject to such corrections as a subsequent inspection of the companies' books may show to be necessary.

With such glaring inconsistencies as those which we have just presented it is quite likely (if not certain) that the Inspector will deal with the Standard as some two or three years ago he dealt with the Union, a company which was very unfortunate in its management. At any rate we look forward with some interest to the result of his inspection, and are curious to learn what corrections the books of the Standard may have "shown to be necessary."

The number of Fire Insurance Agents in the country, according to the estimate of a New York insurance President, is 17,750. This, according to the best information and belief, falls short of the truth.

THE INSURANCE BROKER.

There is at this time, as we are pleased to note, an increasing uneasiness among the fire insurance fraternity at the rapid growth of the brokerage element and the preponderance of the broker in the fire insurance business throughout the Dominion, which we trust is but the early harbinger of better things in the future. as the companies (in whose hands the whole matter rests) thus rudely awakened to the consideration of the anomalous, if not dangerous, position in which they are placed by the broker, have but to work harmoniously and unitedly in the proper direction to place the legitimate broker in the position which naturally, and of right, belongs to him.

The broker question is by no means a new one, it has long been a disturbing element in the fire business, not only in the Dominion but among underwriters across the line, where we note that some of the writers upon this vexed question have even gone so far as to recommend that "the broker should be trampled upon and stamped out" of the business, a process, even if desirable, more easily suggested than readily executed.

The difficulty does not lie so much in the proper use of the brokerage system, as in the unmitigated abuse of it; and to this systematic abuse no one contributes so largely and effectually as do the insurance offices themselves, for without their aid and voluntary concurrence this abuse could not exist for a day; and we regret being constrained—against our hopes to the contrary—to add that so long as human nature remains human nature, just so long will this abuse, serpent-like, continue to drag out its existence; it may be restrained and haply, scotched, but never killed.

The brokerage business, within its proper sphere, is as legitimate as any other mercantile transaction and numbers among its followers men of as high and honorable character as in any other branch of trade and commerce; but the plan or system of fire insurance brokerage on this Continent—in this Dominion and in the United States—is entirely subversive of the system of brokerage as conducted in England and upon the continent of Europe, where the broker is known and recognized in law as the agent and representative of the insured alone, from whom he gets his commission, and not from the company, as a rule, though in England a practice has come into vogue within some years past among the companies of making a deduction to the broker for prompt payment of the insurance premiums; while with us it is the company that pays the commission to the broker, and thus holds out an irresistible temptation to him to make the best bargain that he can induce any company to accept; thus, also, enabling him to undercut the rate by sharing his commission with the insured, until it has passed into a proverb—unfortunately a true one—that "brokerage is the parent of rebate." And yet, self-evident as this proposition is, and plainly and unmistakably as it points out the results to the companies that must inevitably follow such proceedings, "they all do it," every one of them,—some because they know no better, and others, more conservative if not better instructed, from the mistaken idea that they must follow or lose their business—a business at inadequate rates which it were better to lose than to carry, not only at a certain loss, but by so doing add-

ing to the existing demoralization by their countenance and support. To such an extent have commissions been paid and this demoralization been carried that the income of some of the leading brokers of our cities not unfrequently exceeds the net profits of the companies they deal with; And the witty reply of an insurance man, at a meeting held recently in our city to a question as to what answer should be given to an agent who held out for 40 per cent. commission that "I should simply write him to say that he could have all the premium if he would let the company have the commission, and he pay the expenses of the business," is not so much of a joke as at first glance it might appear.

The insurance broker, as recognized with us, is an anomaly in commercial transactions; he differs from, and is bitterly antagonistic to, the legitimate insurance agent. The latter is a regularly enlisted soldier of the offices, and works solely for his principals; the former is a veritable *routier* or free-lance, with neither principal nor principle; he fights unscrupulously on either or both sides wherever the *spolia opima* may seem most tempting; all is game that comes to his net, regardless of consequences to others, provided only that he fail not to gather in his commission; and, strange fatuity, his strongest abettors and most efficient allies, who furnish subsistence and means for carrying on his onslaught, are the very companies whose agents he is sacrificing and whose business he is destroying.

The insurance broker of to-day—in this country at least—is an anomaly in the business; he is a self-constituted agent, with no fixed status in our Courts, by which he is sometimes held as the agent of the insured and at others of the insurer; in which latter case he not unfrequently pockets the premium;—with no stock-in-trade of his own, but operates at the risk of and upon the capital of those companies that will trust him; and, with occasional marked exceptions, with no responsibility, pecuniary or otherwise, and without the investment of a dollar in the business or the risk of any pecuniary liability, he makes a clean profit of from 15 to 40 per cent. out of the companies with which he operates.

This is no exaggerated statement, but well-known facts; and just so long as the companies will continue to furnish capital, pay losses, taxes and expenses, and let the broker sap what remains of their means to the tune of 25 to 40 per cent. commissions, so long will the present demoralization continue and increase; and all mere talking about it, without bona fide attempts to stop it, will be but a waste of breath, better saved to cool fingers in the presence of burning risks.

The commissions paid for business are *supposed* to be included in the rate paid by the insured; if the merchant prefer to employ an intermediary to transact his business, he has the right to do so, but then let him pay this intermediary, and not call upon the company to do so; but until this is done, and the companies ignore the broker, by refusing to pay commission, we can hope for no change for the better.

The Insurance Society is one of the best managed and most readable insurance journals published in America, and is always a welcome visitor to our sanctum. For terseness and sharp editorials its columns are noted. We would advise all insurance men, who desire to be up to the times

to have it always within easy reach.—*The Underwriter*, Fredericton, N.B.

A FEW STANDARD JOKES.

— Magnificent and extensive as the view is from that immense altitude the top of the Standard Pyramid, it is yet impossible to descry from thence the coat tails of its departed President. The Earth being round, and the President having gone so far, is of course the explanation of this fact.

— Pyramids are supposed to have been erected as sepulchres for dead kings—the Pharaohs of Egypt. Happy thought! Has the *Standard* Pyramid been formed for a final resting place of that Company, when dissolution-day comes? That it should sleep its last sleep, under that noble pile—nothing could be *fairer*, eh?

— There are very many ciphers in the figures composing that renowned Pyramid. There is now one more to go in. The sigh that they cipher the lost President.

— They do say *he* has gone to Australia, whereupon our muse, addresseth the Secretary and Stockholders:—

'Neath the beautiful sky of the Southern Cross
Your President weeps! But your Loss
Is his gain! Though he never return
Keep his memory green—
Reinsuring your risks in the "Royal" or "Queen."—

THE STANDARD FIRE INSURANCE CO. AND ITS MISSING PRESIDENT.

We understand that D. B. Chisholm, Esq., President of the *Standard Fire Insurance Company*, of Hamilton, and of divers and sundry other various associations, societies, etc., etc., has suddenly, and evidently with malice aforethought, betaken himself to parts unknown, much to the chagrin and pecuniary detriment of the said divers and sundry parties, not excluding some confiding personal friends; but just exactly to what extent, pecuniarily or otherwise, the noble and upright STANDARD FIRE INSURANCE COMPANY may have cause to regret his sudden and to be lamented departure, we are not prepared to say.

We may be somewhat hasty in thus concluding that the worthy President departed altogether unknown to that great and good Company, or its equally worthy *Secretary*, who, as we learn, yet remains to support the dignity of the office, because, "as coming events cast their shadows before," it may be that the column of editorial notice recently obtained in one of the New York Insurance Journals, in which its dispute with the Dominion Insurance Department was discussed, and the learned Secretary's opinion ventilated, and still more recently, a column of favorable discussion as to the learned Secretary's standing in this matter, in another paper—were but initial steps in a programme having for its purpose the opening up of an *underground line* for getting business in the United States, and the officers excited by these favorable notices, and sanguine as to the favorable reception of a company having \$3,000,000 of *authorized* capital, \$297,000, of *subscribed* capital and \$19,000.00 of *actually paid up* capital, a statement unparalleled by any company now operating there, it may be, we say, that under these tempting circumstances, the managing secretary has slyly dispatched the worthy President across the line to attend to these underground arrangements until such time as the sharp Crawford can pull the wool over superintendent

McCall's eyes, as he seems to have done with Prof. Cherriman at home.

Upon such an hypothesis only can the seeking for favorable notices in the United States be accounted for, while at the same time it accounts for the sudden disappearance of the worthy President in a —we were about to say, legitimate manner, for any one, president or even secretary of a company like the *Standard* of Hamilton, could not, we hope, be guilty of running away ingloriously.

STOCK vs. MUTUAL INSURANCE.

The fire insurance contract is a bond of indemnity to the assured issued by the insuring company, the object of which is not gain to him, but protection, within the amount named in the policy, against any loss, not wilful, arising from the peril insured against. The consideration for this promised contingent indemnity is the premium to be paid, which is supposed to represent the value of the risk assumed by the insurer.

Insurance as now practised is of two kinds, viz.: joint-stock or proprietary and mutual.

JOINT-STOCK COMPANIES.

Joint-stock companies have a paid up capital which is held as security for the liabilities of the company. The policies are issued entirely upon the credit of the capital stock to one who may be a stranger to the Corporation, but who, on the one hand, acquires no rights of membership or share in the profits by reason of such policy; while on the other, he subjects himself to no liability by reason of its losses. The business is entirely at the risk of the stockholders and for their profit or loss. Payments of premium are, by the terms of the policy, always made, or supposed to be, in advance at an agreed rate per cent. upon the amount of insurance corresponding with the nature of the hazard. If this premium be too little to meet losses and expenses, the deficiency falls upon the company and not upon the policyholders. If the aggregate income exceeds expenditures the overplus is for the benefit of the shareholders, and to which or any portion thereof, in the absence of specific agreements to the contrary, as in participating insurance, the policyholder has no claim. The object of joint-stock insurance is to have losses, and they charge premium rates accordingly, which being fixed in advance are known at the time of the insurance, and the insured is posted as to the cost. Whatever may be the subsequent fate of the company, his liability cannot be enlarged.

MUTUAL INSURANCE.

Mutual insurance is solely for the benefit of the participants, members of the company. The initial proposition being that members of the association shall insure each other. Each member is thus placed in a dual relation, viz.:

1st. A member of the society,—a corporator.

2nd. A contracting party with the corporation, being thus simultaneously an insurer for others and an insured.

As an insurer the member becomes liable for his pro-rata share of all assessments for losses sustained by the company, including his own, if any, during the currency of his membership (such currency varying in different sections

from three to seven years), even if his own property may have been burned up and paid for in the meantime. To secure this contingent liability of members, all buildings covered by the society, together with the right, title and interest of the assured therein, and to the lands upon which they may stand, are pledged, actually mortgaged, to the company, during the existence of the insurance, and until all liabilities arising against the company for losses and expenses during the life of the policy shall have been discharged.

There are several plans or systems of conducting what is called Mutual Insurance, viz.:

1st. The purely Mutual, where there are no payments in cash at the time of insuring, the assessments for losses and expenses being laid either upon the amount, or face, of the policy; or upon an obligation, commonly called a premium note, for a certain pro-rata sum deemed equivalent to the risk. These are simply mutual aid societies and not insurance companies.

2nd. Where a premium note is taken, with a certain percentage of cash, in addition; this cash payment being ostensibly for the purpose of meeting expenses, leaving all losses to be assessed for upon the premium notes. In this class the percentage of cash taken varies according to the business of the company; the more extended the business the larger the amount of cash required. In what are known as "farm" or local societies, the amount of cash is usually quite small.

3rd. Where the company collects a cash premium sufficient to carry the risk to expiration, and takes no premium notes. At expiration a settlement is made, and any surplus of unearned cash is carried to the credit of the renewal. By this plan prompt payments of losses can be made, the heavy expense of levying and collecting assessments is saved, and the very common practice of borrowing, to make good deficiencies in unpaid assessments, is avoided. But then, as Mr. Hine, of the *Insurance Monitor*, New York, once said: "It looks to a stock man, * * as if these gentlemen were hewing their way with a mutual axe, having a stock handle, or were running a stock engine with mutual steam." This latter plan differs from the stock system only in the method of apportioning dividends or profits.

STOCK vs. MUTUAL INSURANCE.

Having thus explained the status of the two systems of insurance—joint-stock and mutual—it is now proposed to briefly discuss their relative fitness for carrying out the purposes for which they are intended, as follows:

GENERAL PRINCIPLES OF INSURANCE.

The object of insuring is to provide against future adverse contingencies that may chance to befall the person or property of individuals.

The object of insurance is to make due compensation for injuries arising from chance or hazard.

The great disturbing element, however, which will have its weight in this discussion, is the still unsolved problem, how to measure the exact quota of premium to the hazard

of the risk so as to determine the equities of both insurer and insured; that is, to provide simultaneously for the indemnification of the one, in the event of loss, and the compensation of the other for the assumed risk of both physical hazard and contingent chance.

It is a fact that goes without saying, that the value of an insurance of any kind depends entirely upon its certainty and availability when called for. To meet the shock of losses, and make the consequent compensations available, *tangible, realizable* assets of some kind are absolutely requisite; and the larger and more readily available they may be, the less will be the shock they have to resist. And just here arises the question between the *cash-clad certainty* of joint-stock offices and the *note-clad uncertainty* of mutual companies, for nothing can be more *uncertain*—not even the verdict of a rural jury—than the response of members of Mutual Insurance Companies to assessment calls upon their premium notes, an evidence of which will be found in the reports of J. Howard Hunter, Esq., Inspector of Insurance for Ontario, for 1881 and 1882, showing that some fifty "purely mutual" companies of his Province had \$26,329.56 of unpaid assessments in 1881, being an average of \$5,263 for each company, and owed for "borrowed money," to meet this delinquency, the sum of \$16,254.10, or \$3,250 for each office. While in 1882 their delinquent assessments were \$25,949.48, or \$5,200 for each, and the "borrowed money" \$21,536.76, or \$4,300 each, one convincing proof of the fallacy of the "assessment" plan to meet the fundamental requirement of true insurance.

The theory of fire insurance, especially, is based upon the law of average, which can only be learned by the comparison of a large number of examples gathered from a broad scope of territory, throughout a series of years of varying results. Any information, therefore, drawn from a limited number of examples, breadth of territory, or series of years, must, of necessity, be imperfect and unreliable for practical insurance purposes. "Insurance is a business according to experience," hence statistics measure insurance probabilities.

Such are some of the objects and requirements of sound insurance, briefly stated. Which of the two systems, joint-stock or mutual, as now practised in this country, is the better prepared to meet these requirements and discharge the functions of honest underwriting will be further discussed in detail in our next issue.

UNDERGROUND CANADIAN BUSINESS.

(From the Insurance Monitor, N. Y.)

The Canadian companies and the English companies operating there, are smarting under the loss of business placed by property owners in New York companies at rates below the local figures. This is one of the evils which time alone can remedy. Rates in Canada are very low. Little or no money has been made out of fire insurance there for years, and it is quite safe to assume that when Canadian underwriters let a risk come here because New York will write it cheaper than they, that New York will get badly bitten. We do not believe that the *better class* of companies write these risks, and the transaction seems to us to be bad for both parties most interested. The New York com-

pany gets a bad risk or an inadequate rate, and the Canadian (insured) gets a second or third-class policy. *When the loss comes, the New Yorker will be sharp enough to make up in the adjustment what he failed to get in the rate,* and the poor economy and poor satisfaction of the whole business will then be plain. The disastrous failures at Hamilton ought to teach their lessons. The companies there, notably the Canada Fire and Marine, did a large underground business in the States, and the losses so incurred were its ruin. Canada is quite as far away from the United States as the United States are from Canada, and it is folly to suppose that our companies can do an underground business over there and prosper on it.

THE STANDARD FIRE INSURANCE COMPANY OF HAMILTON AND PRESS EXTRACTS.

It is amusing to notice the vigorous efforts which are being made by this company to secure for itself favorable notices in the press, and more particularly that portion of it devoted to insurance. In a small Hamilton weekly paper, for instance, the Secretary, Mr. Crawford, publishes a few extracts from papers as his reply to a letter which had appeared reflecting on the character and financial position of his company. There are only two insurance journals quoted, in one of them the statement is made that the ratio of the Standard's losses to its premium income was only 40 per cent., "a very low rate of loss as fire losses now run."—As we have already pointed out in a previous number, this statement is simply untrue. The real ratio, taken from the sworn Government returns, being nearly 79 per cent., or say double that stated by the Standard. It was deceptive to publish such an untruth, but we have reason to believe that the sin of this journal was rather in being too credulous than otherwise; the Standard's officers made certain representations, and they believed them, but knowing the facts as they now must, we venture to assert that they could not be induced to repeat such a statement, and we will go still further and say that as they were no doubt deceived, they will recall their previous assertion.

Probably most, if not all, the other notices were secured in the same way. The "*Insurance Age* of New York," is the other journal referred to as being "probably the most reliable insurance journal published." While we do not doubt its reliability generally speaking, we are compelled to do so in this instance.

The *Chronicle*, of New York, also has some remarks regarding the Standard's business. Those portions which relate to the legal aspect of the case we propose to deal with. Like the journals already referred to, the *Chronicle* has been led into a false position. The decision in the case of the *Queen Insurance Co. vs. Parsons* has little or no bearing on the case. The question involved was not whether any company had a right to do business in the Province of Ontario, but whether the Provincial Government has the right to *regulate the details of fire insurance contracts* made within its boundaries. The decision merely settled that the Parliament of Ontario can legislate as to what conditions shall appear in fire policies and what shall not. The provincial authorities did not, we believe, claim the right to exercise any supervision over the companies in question in

anyway. Moreover in the Province of Quebec, at any rate, even the Parsons case has no application. Even the most ardent claimants for provincial rights acknowledge that this province has not the right to legislate even as to the terms of the contracts. In Ontario, English law governs; in Quebec, French law. By the civil code of Quebec, insurance is stated to be a branch of trade and commerce, and consequently entirely within the control of the Dominion Government. In Ontario this is not so, but it is with Quebec that we have to deal. The Standard Fire Insurance Company is more jealous of the rights of this province than those who are down here, and it knows more about provincial powers than the most eminent Quebec barristers. Wonderful disinterestedness! We are told that it "exhibits commendable nerve in practically asserting its right." The Standard would like to pose as a martyr, but the cloven hoof shows too palpably. It is a case of satan appearing as an angel of light. Just think of it! a concern like this appearing as a champion of *right* and *justice*. If it wants right, let it begin and pay those outstanding and disputed losses. If it wants justice, let the Ontario Inspector of Insurance deal with it as he should have done before this. If it wants to respect local rights, let it pay the municipal business tax of Montreal where it openly does business. If it thinks, as it pretends to, that the provincial laws have control over its dealings here, let it comply with those laws, and report to the Provincial Inspector of Insurance, Mr. Walton Smith. The Company claim that there is no special insurance law in this province. This is not true, as Mr. Crawford well knows.

Every respectable insurance man in Canada who is versed in his business, knows that these evasions of the law are but miserable subterfuges by which the Standard's officers hope to continue for a time at least receiving money from the public in the shape of premiums, for which they give no adequate return. They pretend that their policies are those of a sound flourishing corporation, when the company is weak and tottering. They pretend that their policies will be promptly paid when a fire occurs, when the truth is that it is like drawing an eye-tooth every time there is a loss, and they have claims for many thousands of dollars which have been outstanding for months if not years. The fact is, the Standard Fire Insurance Co. is a disgrace to Canadian insurance, and the Ontario insurance department should long ago have stepped in and prevented it from continuing to deceive the public. Those papers (we are glad to say they are few) which have allowed their columns to be made use of in bolstering up this concern ought to be heartily ashamed of themselves. They may have done it ignorantly, but this is but a poor excuse for public journalists.

HEAVY LIFE INSURANCE.

The Large Policies that are Carried by Some Rich Men.

Not very long ago the British life insurance companies were called upon, within the short space of one year, to pay the enormous sum of \$6,250,000 on policies on the lives of three heavily insured noblemen, viz., the Duke of Newcastle, the Marquis of Anglesea, and the Earl of Fife; and shortly afterward the same companies paid \$1,250,000 insurance on

the lives of two noblemen, making an aggregate sum of \$7,500,000 insurance paid on five lives. About fifteen years ago the heirs of Sir Robert Clifton received from the life insurance companies of Great Britain \$1,250,000, that being the amount of insurance which he carried. King Umberto of Italy is making efforts to obtain insurance on his own life for \$600,000. The Italian insurance companies refused to take the risk, and application was made to English companies with no better success. King Umberto has comparatively impoverished himself by paying his father's debts. Dom Pedro II., the Emperor of Brazil, carries a large life insurance in foreign companies. Napoleon III. had an insurance of \$600,000 on his life, and this was the chief reliance of the Empress Eugenie after his death. One English Earl has his life insured for \$1,000,000, partly in American companies.

The largest life insurance written for any American prince is that of W. K. Anderson, "the oil prince" of Titusville, Pa., who is insured for \$440,000. The late James Park, Jr., of Pittsburgh, had his life insured for \$350,000. Among Americans insured for \$300,000, or more, are Hamilton Disston, of Philadelphia, John Howe, of St. Louis, W. H. Langley, of Gallipolis, Ohio; and J. B. Stettson, of Philadelphia, Pa. Other large insurers are Pierre Lorillard, of New York, \$255,000; F. W. Devoe, New York, \$250,000; Cyrus W. Field, New York, \$240,000; Frank Jones, Portsmouth, N. H., \$205,000; Amos Whitely, Springfield, Ohio, \$200,000; B. F. Sturtevant, Boston, \$200,000; F. B. Roberts, New York, \$200,000; E. P. Allis, Milwaukee, \$170,000; John Gibb, New York, \$170,000; Charles Pratt, New York, \$165,000; H. B. Hyde, New York, \$165,000; E. A. Moen, New York, \$151,000; E. D. C. McKay, New York, \$143,000; and W. P. Clyde, New York, \$143,000; J. B. Cornell, W. H. Belknap and John Sinclair, of New York, have policies of \$125,000 each. De Witt C. Wheeler is insured for \$110,000; Rufus Hatch, \$76,000; William Fullerton, \$75,000; and H. B. Claflin, \$75,000.

The famous Col. Dwight, whose heirs claimed \$263,000 insurance on his life, asserting that he died at Binghamton, N. Y., in 1878, sought to obtain even a larger amount. They got about \$50,000, and have lawsuits pending for the remainder. The late James Monroe Tuthill, who committed suicide in the office of James Pyle, had an insurance of \$3,000 in the United States Life Company which the company did not contest. The policy with reference to insured suicides is to contest only those cases where the suicide was for the purpose of securing the insurance for the beneficiary — *New York Sun*.

SPONTANEOUS IGNITION OF COAL.

The causes of the spontaneous ignition of coal have been much inquired into, and several theories propounded thereon. Durand, among others, has maintained that the presence of pyrites in the coal is a principal cause of this trouble; while, on the other hand, the same result has been shown to have been caused even more frequently by the oxidation of the coal itself. This view of the case is confirmed by Fayol's experiments, recorded in *Dingler's Polytechnic Journal*. The absorption of oxygen by coal is affected by the temperature, and the fact of the coal being more or less finely divided. Lignite in the state so fine dust inflames at 150° and gas carbon at 200°, coke at 250°, and anthracite at 300, and upward. On heating a mixture of finely powdered coal and pyrites to 200° for a period of four days, the coal took up 6 per cent. of oxygen, while the pyrites absorbed only 3.5 per cent. From this it appears proved that coal absorbs oxygen much more energetically than pyrites. This is also confirmed by another experiment, in which about 900 grammes of powdered coal and 3,350 grammes of powdered pyrites were placed in cans and dried in a hot chamber. Up to 135° both materials behaved similarly; but afterward the temperature of the pyrites remained almost

stationary, while that of the coal rose very quickly, until, after a few hours, ignition took place. Two other samples of coal and pyrites were then put into a chamber heated to 200°, when the temperature of the coal quickly increased. In forty minutes the coal took fire, while the pyrites had in the same time only risen to 150°. Thus the ignition of the coal was not at all hastened by the admixture of pyrites.—*Scientific American.*

COMMUNICATIONS.

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

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

THE LONDON MUTUAL FIRE INSURANCE CO. AGAIN. — A TEMPEST IN A TEA POT —

The Editor of INSURANCE SOCIETY.

DEAR SIR,—The manager of the London Mutual on being brought to the bar of INSURANCE SOCIETY for issuing a mendacious circular, and for making a bombastic parade of the business done by his Company, with tiresome reiteration endeavors to divert attention on a question of veracity.

Speaking of my quotation from remarks made by the President of that Company at their last Annual Meeting, he says, "he puts words in the mouth of our President that were never uttered." Well, Sir, I appeal to the London Daily *Free Press*, of February 1st, 1883, where there is a report of that meeting, published no doubt with full knowledge and consent of Mr. Macdonald. A copy of that issue is now before me, and in it I find the identical words I have quoted from Mr. Armstrong's speech as having been spoken by him. The question of veracity therefore lies between Mr. Macdonald and the *Free Press*, and there I can afford to leave it, trusting that the next time the manager tries to scent out a falsehood he will not expose his learned person so far from home.

I have no desire "to injure the London Mutual," or to meddle with its resources; but when Mr. Macdonald claims for his Company "strength and solidity ahead of all others" I claim the right to look into that statement, and to examine the foundations of such a proud structure. My doing so, it appears, is to the manager something perfectly incomprehensible. He "cannot conjecture what reason I have for doing so, unless it be to please myself." Well, now, that is not a bad motive, and though it should fail to please Mr. Macdonald I do not think he should forget his late bravado and begin to whine about a purpose on the part of your correspondents "to injure the London Mutual." He evidently feels bad, however, and I must let him down lightly. His comparison of figures I can afford to leave where it belongs, viz., with the stock Companies and yourself, but I think it worthy of notice that Mr. Macdonald is very careful not to touch the question of Government deposit. In assailing the Canadian reserves of English Companies I would expect to learn from him how much his Company has put up and where, the more especially so after that point had been openly challenged in my former letter. The question therefore is an open one, that the London Mutual has never complied with the Act of 1875. It does not hold a License under that Act, and has no direct deposit with the Receiver General.

The deposit, what there is of it, is in the hands of A STOCK COMPANY which may be "fungacious," to employ the lofty imagery of the erudite person who does "the manager" for the London Mutual, and then what becomes of the security held for the thirty or forty thousand members of that Company?

Echo answers, *what then?*

Respectfully yours,

AN ONTARIO FARMER'S SON.

GORE DISTRICT MUTUAL FIRE INSURANCE CO.

GALT, October 8th, 1883.

To the Editor of INSURANCE SOCIETY.

DEAR SIR,—I beg to thank you for publishing, in your last issue, my letter, explanatory of our position in the case referred to, viz:—*Frazer v. Gore.*

I am sorry to be compelled to trouble you again in the matter; but your paragraph, referring to the "expiration notice" forwarded to our agent, asking for a renewal of Mrs. Frazer's policy, is not at all in accordance with the facts: The paragraph says, "The notice of expiration sent to the assured amounts to very little, it tells her to favor our agent with its renewal, which she did, as every one admits."

You are evidently laboring under a wrong impression on two points. First, you have overlooked that the notice states distinctly in the following words, "A new application is necessary," and 2ndly. That we admit the renewal: Now, Mr. Editor, we state positively that expiration notices are never sent from this office, unless a NEW APPLICATION IS REQUIRED: also that Mrs. Frazer did NOT favor our agent with a new application,—she does not nor does any one for her claim that she did; nor do we admit that she did, and there was no other way in which, according to our system, her insurance could have been renewed. Please insert this correction and oblige,

Yours, etc.,

R S. STRONG,

Manager.

To the Editor of INSURANCE SOCIETY.

DEAR SIR,—I have a suggestion to make which is as follows: that you should write an editorial placing before the agents of Canada a feasible plan for forming country agents' associations, for the purpose of getting rid of some of the following grievances, viz:—that fire insurance shall be transacted entirely by insurance men, not as at present, by almost every one, travelling life insurance men, and any one who can simply read and write. It is the small fry who cut commission, etc. No stock company should employ an agent who works for a Mutual Company; a general rate of commission should be paid, and by this means have the work done by men who have been educated to it. We would thus have fewer agents, companies would be more fairly represented, and the business be generally placed on a more healthy basis. Let all the smaller agents become subs under the control of the leading ones in this country, where there are now over 30 agents, 10 would be sufficient to do all the work. I am satisfied the companies would fall in with these ideas, especially now that the tariff has come into operation.

Yours truly,

"INSURANCE AGENT."

October 13th, 1883.

Life Insurance.—We do not know of any business where the rule not to speak evil of your neighbor applies with better result than in soliciting life insurance. We recently overheard the agent of a prominent life insurance company approach a prospective customer and in good style presented the plans of his company; when under full swing the prospective customer intimated a certain liking for another company; immediately the agent dropped his line of thought, brought out his chart and proceeded to show up the absolute and thoroughly unreliable character of the rival company. Facts were that both companies were entirely reliable and equally good, but the prospective customer concluded that he would not invest in any business having so many elements of weakness as had just been demonstrated to him.—*Business Observer.*

SOCIETY NOTES AND ITEMS.

M. Fleming, of Sarnia, has been appointed manager for Ontario of the New York Life Insurance Company.

The Metropolitan Plate Glass Insurance Company of New York has decided to withdraw from doing business in Canada.

The United States risks of the Lion Life office of London, have been re-insured in the Equitable Life Assurance Society of New York.

Mark Cohen has been appointed General Agent at Toronto; and T. W. Smart General Agent at London, Ont., for the New York Life.

Almoner Mosher, of Halifax, has been appointed General Agent for Nova Scotia of the New York Life; and F. L. Hooper Special Agent.

The Belgians are beginning to grow alarmed at the number of foreign insurance companies operating in the country, and it is proposed to levy a tax of ten per cent. on premiums.

They do die.—The Chicago *Tribune* of the 22nd ult. published a list of 418 Co-operatives that had died in the last eight years, and on that same day three others died in Ohio.

Thirty-one Fire Insurance Companies doing business in Indiana find their aggregate losses and expenses, *exceeding* their premium income by over \$114,000 the first six months of 1883.

Mr. Beatty, of Thorold, has been elected president of the Federal Life Insurance Company of Hamilton, in lieu of D. B. Chisholm, who lately made his exit to the United States.

Professor J. B. Cherriman, superintendent of Insurance, will please accept our thanks for a copy of his Fire, Life and Marine Report, combined, for the year ending December 31st, 1882.

A new Company called the Accident, Disease and General Insurance Corporation has been registered in London. It proposes to carry on all branches of insurance. Capital, £1,000,000.

Provident Mutual Association of Canada.—Want of space prevents us from inserting our reply to the recent Circular issued by this Association in this issue,—we hope however, to do so in our next.

The aggregate sum insured by the British Fire Insurance Companies, on the 31st of December last, is said to be in the neighborhood of £6,000,000,000 stg., at an average premium rate of 4s. per cent.

Mr. John Cameron, an Associate of the Institute of Actuaries of London, and recently connected with the Alliance of London, has been appointed general manager of the Life Association of Canada.

Dr. E. A. Graveley, Captain of the Hook and Ladder Company of Cornwall, Ont., was in town recently, and visited No. 2 fire station. He expressed himself as well pleased with the Montreal fire department.

Among other privileges, the Bank of England has the sole right to issue bank notes in and within sixty-five miles

of the City of London, and to issue £15,000,000 sterling of notes upon no basis but its own credit—*London Insurance World*.

Mr. Fred. S. James, of Chicago, has resigned the position of Western general agent of the Fire Insurance Association of England, and will be succeeded on Jan. 1 by Mr. T. W. Letton. Messrs. James & Marsh will continue to hold the local agencyship of this Company.

The Commercial Bulletin estimates the total September fire loss in the United States and Canada at about \$10,000,000, and the aggregate loss for the first nine months of the year at \$72,500,000, at which rate the total for 1883 bids fair to exceed that of 1882 by a considerable amount.

Spontaneous Combustion.—Dr. Dupré, Professor of Chemistry and Chemical Adviser to the Explosive department of the home office, and Sir F. Abel, Chemical adviser to the War Office, concur in saying that there is no such thing as spontaneous ignition or combustion.—*The Review, London, Eng.*

We are under peculiar obligations for the honor done to INSURANCE SOCIETY in copying from its columns the entire article entitled "Classification in Fire Insurance," which appears in the September 15th ult. issue of the *Finance Chronicle and Insurance Circular* of London, Eng., without credit.

Montreal.—At a recent meeting of the Finance committee, Mr. Black, the city treasurer, wished to know what was to be done with respect to the claim of the city against the Standard Fire Insurance Company, of Hamilton, for the business tax which still remained unpaid. The matter was referred to the city attorney.

Mr. George A. Cox, of Peterboro, has been elected to fill the vacancy on the Board of the Western Assurance Company, caused by the death of Mr. Barnhart. Mr. Cox brings with him a large experience in both the insurance and commercial business, and we consider a better or more fortunate selection could not possibly be made.

Dr. Charles Wright, senior medical examiner of the New York Life Ins. Co., died in London, Eng., on the 2nd inst., of Bright's disease of the kidneys. He had been in the service of the company, first as assistant medical examiner, and afterward as chief, for more than twenty years, and was a most valuable and highly esteemed officer.

It seems to us that Assessment Life Insurance might aptly be styled "soap-bubble insurance." The resemblance of assessment insurance to the soap-bubble is very striking. Both have the charm of novelty, both are the delight of the inexperienced, both are ephemeral, and both are the product of wind—and "soft soap."—*Coast Review*.

London Assurance Corporation.—The general court of proprietors has adopted the recommendation of the directors, that the dividend for the half-year, ending at Michaelmas 1883, be 15s. per share, thus making the dividend for the year 1883 £3 per share free of income tax, being at the rate of 24 per cent. per annum on the paid up capital stock.

Insurance Superintendent McCall, under date of September 24th, informed the secretary of the Great Eastern Life Insurance Company, of Baltimore, Md., who manifested an eagerness to set his fool-trap in operation in New York, that "the door is not open wide enough in this state to admit any concern which is engaged in insuring people 88 years old."

SOCIETY NOTES AND ITEMS.

On Tuesday, 9th inst., the janitor in the British American Assurance Company's offices was going to asphalt a new piece of sidewalk in front of their building. He built a nice little fire for the purpose of melting the coal-tar and placed a pot upon it. He went inside to get the tar and during the time he was away the pot was stolen.—*Toronto Evening News*.

Mr. George King, Fellow of the Institute of Actuaries of Great Britain and a member of the Council of that body, has been appointed Secretary to the *Glasgow and London Insurance Company*, in the place of Mr. J. Thompson Duncan resigned. Mr. King will also continue to fill the position of London Manager to the Company heretofore held by him.

As a proof of the value of editorial articles in Insurance Journals, we would just mention that the Reserve Fund Mutual Life Association of New York has instituted suits for damages against the *Insurance Times* for \$50,000 and against the *Spectator* for \$100,000. The *Times* and *Spectator* deserve the highest commendation for showing up these concerns.

Wholesale Poisoning.—A woman named Catherine Flannigan, was charged before the Liverpool, Eng., police court, on 9th inst., with wholesale poisoning. Her mode of operation was to induce people to allow her to insure their lives in her favor, then poison them and collect the insurance money. The case has created so much interest that the home Secretary has ordered the officers of the Crown to have the bodies of six of the alleged victims exhumed, that their remains may be examined by experts and the cause of death ascertained.

The *Business Observer* of Cincinnati states some truth in the following: "The insurance press is a disseminator of correct insurance principles, and is doing silently a good for the cause of insurance that managers of companies could not have the time to do. The instruction that local agents gain by reading good insurance papers inures to the benefit of the companies. The companies that are flagrant violators of all comity in business, honesty in dealing, and that ultimately fail, are those that are officered by men who 'have not time to read insurance papers.'"

The fact is that fire-proof structures, as they are at present made, are somewhat of a delusion, and a very great deal of a snare. They may be constructed throughout of non-inflammable material, such as stone, iron, and plaster; but as long as the building contains material sufficient, when on fire, to cause the stone to split and fly, the iron to become red hot and deteriorated to a point below its breaking strength, and the plaster to crumble and fall, the building cannot be considered fire-proof. In itself it may be fire-resisting, but this advantage is of the smallest; for such buildings as these, though they may not take fire so readily as buildings of ordinary construction, are notorious for falling much more rapidly when their contents are ignited.—*London Fireman*.

Steamer Spartan.—Although the repairs on the Canadian steamer *Spartan* have been completed at Detroit over a week, she is still detained there waiting a settlement with the insurance companies. Her owners wish to abandon her and get the \$40,000 for which she was insured. This is much more than she can be bought back for, and it is thought that they would save a large sum by doing so. Her repairs cost \$34,000, on which there is a duty of 25

per cent. If the abandonment is not accepted, the companies will be forced to pay about \$26,000. They refuse to accept the abandonment and to pay the duty on their proportion of the repairs, and also claim that repairs are included in the above amount that were not rendered necessary by the stranding of the steamer.—*Sentinel*, Milwaukee.

Comparative wealth of Great Britain and the United States.—Statisticians have pronounced the United States to be not only potentially, but actually richer than the United Kingdom. Counting the houses, furniture, manufactures, railways, shipping, bullion, lands, cattle, crops, investments and roads, it is estimated that there is a grand total in the United States of \$49,770,000,000. Great Britain is credited with something less than \$40,000,000,000, or nearly \$10,000,000,000 less than the United States. The wealth per inhabitant in Great Britain is estimated at \$1,160, and in the United States at \$995. With regard to the remuneration of labor, assuming the produce of labor to be 100, in Great Britain 56 parts go to the laborer, 21 to capital, and 23 to Government. In the United States, 72 parts go to laborer, 23 to capital and 5 to Government. In France, 41 parts go to labor, 36 to capital and 23 to Government.

Refunding Marine Policy Money.—The British steamer *Escambia* capsized on a bar at the entrance to San Francisco Harbor, while proceeding to sea, June 19th, last year, with a cargo of wheat. The ship was a total loss, and eighteen men were drowned. British Consul W. Lowe Boaker and two captains, sitting as a court of enquiry, rendered the remarkable verdict, that the loss was due to perils of the sea, in the face of expert and reliable testimony showing the steamer to have been improperly loaded and its captain guilty of criminal negligence. The insurance companies protested against the Consular finding, and the testimony was taken before the United States Court Commissioner and forwarded to the Underwriters at Liverpool. The latter have decided the case against the owners of the steamer, who have returned \$45,000 to the insurance companies. The decision is, that the steamer was grossly overloaded; and her freeboard, instead of being 5 ft. 4 in., was only 4 ft. 10 in.; that the steamer was dangerously unstable, and the captain entirely at fault in attempting to go to sea in her condition.—*Spectator*, N. Y.

OBITUARY RECORD.

Noah Barnhart, one of Toronto's oldest and most respected citizens, died on September 10th, from heart disease. Mr. Barnhart was one of the directors of the Western Assurance Company, which position he had occupied for the past fifteen years.

Mr. William T. Thomson, for many years manager of the Standard Life of Edinburgh, an eminent British actuary and one of the founders of the Institute of Actuaries, died in Edinburgh, on September 18th, at the age of 70 years. He was the father of Mr. Spencer C. Thomson the present manager of the Standard Life.

A. H. Nelles, of Brantford, died very suddenly on Tuesday morning, the 2nd inst. Mr. Nelles was an insurance agent of long standing, and very highly esteemed by the insurance companies whom he represented. He commanded an extensive business for his companies, and was always straightforward and honorable in his dealings both with the insurer and insured.

LEGAL DECISIONS IN INSURANCE CASES.

COMPILED BY

MESSRS. MONK, MONK & RAYNES, ADVOCATES,
MONTREAL.

SUPERIOR COURT, MONTREAL.

RAINVILLE, J.

ROSS *et al. es qual. vs.* ANGUS.*Company—Liquidators—Chose Juge.*

Per Curiam.—The Plaintiffs sued in their quality of assignees of the Canada Agricultural Insurance Company. They aver that they have been duly named assignees of the said Company as well by the creditors of the said Company as by an Act of the Parliament of Canada (41 Vic. chap. 38); that the assets of the Company have come into their hands for the benefit of the creditors and shareholders of the said Company; that on the 7th September, 1874, and long before that time, the Defendant was the President of the said Company, and continued to be so up to the 1st December, 1877, and, as such, is responsible for the illegal and *ultra vires* acts committed in the administration of said Company and by its employes, by means of which loss was incurred by the creditors and shareholders; that on the 7th September, 1874, the Defendant was owner of 1,000 shares of \$100.00 each, that a call of ten per cent. was then payable on his subscription, and that he, said Defendant, has not paid the said ten per cent. call, which amounts to the sum of \$10,000, but has given debentures to the amount of \$11,000 at 80 per cent., \$8,800—his note for \$200—since paid, and \$1,000 for commission; that said transaction was illegal, and that the debentures of the Montreal, Portland and Boston Railway Company given were only worth 15 per cent.; that on the 26th August, 1876, the Defendant transferred 500 shares to Goff and 500 to Dame Anne Lane, wife of Ashley Hibbard; that the transfer to Mrs. Hibbard is illegal, inasmuch as the transferee was not authorized by her husband to accept said shares; that the Defendant, not having paid the call of ten per cent., had no right to make a transfer, and that he is still responsible; that said transfer was never recognized by the Company nor by the Plaintiffs. A second call was made on the 22nd February, 1877, and a third on the 8th November, 1877, by the Company; a fourth and fifth call were made on the 4th January, 1879, by the Plaintiffs. And the Plaintiffs pray that the transfer of said shares to Mrs. Hibbard be declared illegal, null, and of no effect, and that the said Dame Anne Lane and her husband be ordered to appear and hear pronounced the nullity of the transfer, and that the said Defendant be declared owner of 500 shares in the capital stock of the Canada Agricultural Insurance Company.

The Defendant, for plea to the action of the Plaintiffs, alleges: That he is not indebted to the plaintiffs, and that the said Plaintiffs have no right of action against him, and that the Plaintiffs do not legally represent the Canada Agricultural Insurance Company; that by the Statute 41 Vic. ch. 38 and 21, the Company was brought under jurisdiction of the Insolvent Act, and the Plaintiffs were placed in the position of official assignees to whom the Company assigned; but they have not been named assignees by the creditors, and he concludes for the dismissal of Plaintiffs' action.

By a third plea the Defendant alleges that on December 6th, 1877, he ceded this property under the Insolvent Act, and on the 10th January, 1878, his creditors granted him a discharge, said discharge being confirmed by the Court. Before the said discharge and said judgment ratifying it the Plaintiffs knew that the Defendant was under the operation of the Act, and that, about the 10th February, 1879, they filed a claim against the estate of the said Defendant, and for the same reasons and for the same object for which the present action is brought, but they afterwards withdrew it.

By a fourth plea the Defendants pleaded that he paid the first call of 10 per cent., to wit, \$1,000, granted to him for a commission for his subscription according to custom, and the balance of \$9,000, part in

money, and the remainder by a transfer or cession to the Company of debentures in the Montreal, Portland and Boston Railways, which was accepted by the Board of Directors. He afterwards transferred 500 shares to Mrs. Hibbard, which transfer was accepted by the authorization of her husband; and that the Company Plaintiffs afterwards applied to Mrs. Hibbard to obtain payment of the subsequent calls, accepting and acknowledging her as proprietor of the said 500 shares. By a fifth plea they repeat about the same grounds. There is also a general denial.

The Plaintiffs answered the first and second question generally. In their answer to the third plea they admit having withdrawn their claim from the power of the assignees, when they saw themselves threatened by a contestation. By their answer to the fourth plea they admit that the Company ratified the payment of \$1,000 for a commission, and acquiesced in it.

The first question which pre-ents itself in this cause is the capacity of the Plaintiffs. The statute which created them is far from being clear, and the fact that the Court of Appeals has refrained from pronouncing formally on this point indicates the difficulty of the question. I believe, nevertheless, that the intention of Parliament was to formally name the Plaintiffs assignees; for if it intended to leave the choice of the assignees to the creditors of what use was it to take the trouble to add another one to the original number? If the assignees were to be nominated by the creditors it would have been legal to elect those who might have been chosen, and the duty of Parliament to name another would have been useless and unnecessary. But, without formally deciding the question, I believe that, under the circumstances, the Plaintiffs are qualified. It is proved that there was a meeting of creditors, and that no objections were made to the capacity of the Plaintiffs; they acted as assignees and the creditors have acted with them, treating them as such, and acquiescing in the position which they assumed and in the interpretation which they gave to the law. *Error communis facit jus.* Unlike the case decided on the same point by the Court of Appeals, it is proved that the notice calling the first meeting did not indicate that the object of the meeting was to name an assignee; but I do not think this fact can help the Defendant. If the quality of the Plaintiffs was not regular and legal the creditors could have complained, but, not having acted, it is too late to do so now; and if Defendant owes to the Company he would be legally discharged on paying to the Plaintiffs.

The second question is to know if the Defendant has paid the first call of ten per cent. As to the \$1,000 of commission, I believe that the Defendant was in the right; that commission, by the consent of the Board of Directors, was paid indiscriminately to all those who had right, and the fact that the Defendant was President of the Company did not deprive him of that right. As to the payment of \$8,800, it was made by a transfer of \$11,000 of debentures of the M. P. & B. Railway at 80 per cent. It is established that those debentures were accepted by the Company, and afterwards transferred to Goff for a valid consideration, and, in fact, Goff gave his note for them; and, after certain entries, it would appear that this note was nearly paid in full. The Plaintiffs pretend that the debentures were only worth 15 per cent. But, if so, why did the Company dispose of them? Why did the Plaintiffs not offer them back? I think the Plaintiffs cannot demand the nullity of this payment without giving back what they received.

We now come to the third question: Is the transfer of \$50,000 worth of stock by the Defendant to Mrs. Hibbard a nullity? The Plaintiffs submit that, the first call not having been paid, the Defendant had no right to make this transfer; but this point having been decided against the Plaintiffs this pretension falls to the ground. They submit afterwards that Mrs. Hibbard was not authorized by her husband to accept this transfer. On this point I think that the proof established beyond a doubt that she was authorized, and the best proof is that she afterwards transferred these same shares to a third party with the authorization of her husband, for advances which were made to her, and these shares are yet in the books of the Company in the name of this third party.

The fourth question is as to the discharge obtained by the Defendant under the operation of the Insolvent Act. The Plaintiffs answer that the Defendant has never been a trader, and, consequently, that the assignment of his estate and the judgment confirming his discharge under the Insolvent Act are invalid. The proof establishes that the Defendant did not include the Canada Agricultural Insurance Company in his list of liabilities. But there was good reason for this; he did not acknowledge the Company as his creditor. But then the Company received notice from the Defendant's assignee of the assignment immediately after it was made; if the Company had wished to contest the Defendant's quality as a trader, and the validity of his assignment it ought to have done so then. It is without right to do so now. It is only a Court adjudging on the direct contestation of this assignment which would have jurisdiction to decide upon its validity. This Court is now without right to pronounce upon this point. It is *chose jugée*. Besides, the judgment confirming the discharge of the Defendant has freed him from his debts, and is a *fin de non recevoir* against the action of the Plaintiffs. The fact that the Company was not mentioned as a creditor in the list furnished by the Defendant to his assignee cannot avail the Plaintiffs, because the Company received notice of his assignment. This was sufficient to permit it to file its claim if it had one; but the Defendant could not be obliged to mention the Company as a creditor when he did not acknowledge it as such.

In fact, the Plaintiffs did file a claim later on, but in time to be collocated with the other creditors, but on being threatened with a contestation on the part of the insolvent the Plaintiffs withdrew it. The Plaintiffs, then, have had every opportunity to obtain their rights, and I am consequently of opinion that the discharge is valid, and that the action of Plaintiffs ought to be dismissed.

The action is accordingly dismissed with costs.

COMPILED BY

E. H. SMYTHE, LL.D., KINGSTON, ONT.

HIGH COURT OF JUSTICE OF ONTARIO.

QUEEN'S BENCH DIVISION.

Grilby vs. Standard Insurance Company.

Fire Insurance.—Encumbrances Misrepresentation.—Divisible Condition.

A fire policy contained a condition, in addition to the statutable conditions, to the effect that if the property were alienated or any transfer or change of title occurred, or if it were incumbered by mortgage without the consent of the Company, or if the property should be levied upon under the process of law, the policy should cease. In answer to the question whether the property was mortgaged, the assured answered "\$5,000 to F. L. & S., & Co." There were at the time, in fact, two mortgages to that Company, on which \$6,160 was due. After the policy a mortgage was given to secure endorsements and was discharged, and another was given by the Plaintiff to his partners who retired from the firm, but the Company was not apprised of either. The jury found that the representations as to incumbrances were false, but not made fraudulently, and a verdict was entered for the Defendants.

Held, that the representation as to incumbrances was violation of the condition and that the verdict was right.

PER HAGARTY, C. J.—Though that part of the condition as to levying might be unreasonable, the remainder was not, and the condition was divisible.

SUPREME COURT OF VERMONT.

DEFINITION OF PREMISES.

The Supreme Court of Vermont has recently given a decision of interest to insurance companies and policy-holders. The insurance

was on a stock of goods in a country store, and the Company sought to avoid liability on the ground of a violation of a by-law which forbade the keeping of gun-powder "upon the premises insured." The Court held that the condition, being one of forfeiture, must be construed strictly against the Company and in favor of the insured, and that as the word "premises" legally meant lands and tenements, its definition could not, under such rule of construction, be held to include "dry goods and groceries," which were the subject of the insurance, and, therefore, the by-law had no application to this particular case.

BRIGADE NOTES.

An Exchange says, Paris with 2,000,000 inhabitants, has 1,600 firemen; Berlin with 1,200,000, has 790; and London with 3,800,000 has only 500.

Kingston.—A movement is on foot to have a grand firemen's tournament in Kingston next summer. The proposition to have one in connection with the fall show has been abandoned.

Messrs. Pillow, Hersey & Co., Montreal in acknowledgment of the services rendered by the brigade in keeping the flames from the firm's premises at the fire in Messrs. Lyman's Mills, presented Chief Paton with a cheque for \$25, to be devoted to the Firemen's Benevolent Fund.

London, Eng., Fire Brigade.—On the 24th ult. the Prince and Princess of Wales, accompanied by other members of the Royal Family, paid a visit to the headquarters of the Metropolitan Fire Brigade, and inspected the improvements which have been made of late years in the brigade. After a general inspection, turn out, etc., the Prince of Wales, in expressing his admiration of all he had seen to Capt. Shaw, said he had seen fire brigades in nearly every Country in Europe, but he had never seen anything nearly approaching the performance of that day. The turn out consisted of 200 men.

Invention for Fire Department.—Chief Aitchison, of the Hamilton Fire Department, is the inventor of a new apparatus for the simultaneous opening of the horse-stable doors, letting the horses loose, and turning on the gas, also stopping a clock, so that there can be no mistake as to the time when an alarm is sounded. The machinery is all set to work; as the hammer of the gong moves to give the first stroke of the fire alarm it moves a small attachment that allows a heavy weight to drop, the result being as stated above. The advantage this invention has over the electric trip is the avoiding of false opening of the stable doors during storms, as is often the case, which is an annoyance both to the men and horses.

Toronto Bay Street Fire Hall.—A number of improvements have lately been made in harness and method of hitching the horse in the Bay street fire hall which very much lessens the labor and thus saves time. They have now a new collar with a new steel snap lock instead of the brass ones in use in the other halls. They have also an improved snap for the lines, which works very easily, and which will give no trouble if it is necessary to hitch the horse in the dark. The last improvement of importance is in the method of suspending the collar, shafts, and harness. Formerly this was held by three different ropes, and each had to be pulled in order to lower the shafts and harness. Now it is only necessary for the driver to pull the reins to do this. The mountings on each of these improvements are beautifully nickle plated.

REAL ESTATE DEPARTMENT.

LAND TRANSFER.

An influential delegation of members of the "Canada Land Law Amendment Association" waited upon Attorney General Mowat on the 6th inst., for the purpose of urging him to introduce a measure, to simplify the transfer of land in "Ontario, similar to that in use in Australia, and called the Torrens system," the principal features of which will be found in page 142 June issue of INSURANCE AND REAL ESTATE SOCIETY.

Mr. Mason explained that the reason those connected with the association had taken such an active interest in the movement was that they had remarkable opportunities of observing the difficulties and defects in the present system, and the very great expense and annoyance to which owners of real estate were subjected whenever the titles had to be looked into from a legal stand-point. There were many instances where men had been living on lands to which they thought they were entitled, but when the matter was looked into they found they had no title at all. What the association propose is, a registration of title, so that each owner should have in his possession the evidence of an indefeasible title without having to trace back the chain through a long list of vendors.

Mr. Beverley Jones explained the Torrens system, which he said has been in operation in South Australia since 1858, in Victoria since 1861, and in Tasmania and Queensland about the same time. In Victoria of 12,000,000 acres of land patented, 8,000,000 were under the act. He also said that Ontario land titles were continually getting more complicated. There was no doubt about the working of the act; the only question to be considered was the advisability of its introduction into the Province of Ontario.

Mr. Mowat said the system would be a universal boom with regard to new titles, but there seemed to be a difficulty in dealing with the old titles.

Mr. Jones said the general testimony in South Australia went to prove that where a title was really sound there was no difficulty in bringing it under the Act. In some of the Colonies they had introduced a clause to enable the granting of qualified certificates where dower was claimed, but could not be proved, and they had passed a similar Act in England in 1874, granting three classes of certificates: first, an absolute, second, a qualified, and thirdly a possessory certificate. The possessory certificate was issued in this way: A man had to produce the deed to show that he was in possession, and then he got a certificate to that effect. It would be no expense to the country. In Queensland the working of the Act had not only paid all the expenses but also formed a surplus of £17,000. The next question was, whether the Act should be made voluntary or compulsory within a specified time. Sir Robert Torrens advocated the making of it compulsory after the first six years, and there was no doubt that if it were passed here and the people were given six years to come under the Act, that at the termination of that period a very large proportion of them would have adopted it.

It was further urged that the introduction of this system would be placing the law on a scientific basis, and would save a great deal of labor and trouble in dealing with the estates of deceased persons. The people had submitted to the present system only because they were not aware of any remedy, but now they were speaking and resolutions had been passed by Grangers and others.

Mr. Mowat said he had a very strong opinion in favor of the system, as strong probably as any who had spoken. He had been interested in it ever since he had studied it, a good many years ago, when the Quieting Titles Act was passed. Although on the bench at the time that Act was passed, it had been drawn up by himself. With regard to

adopting the Torrens Act he could not go too far ahead of what the people were prepared for. That Act would be somewhat of a revolution, and the people would have to be prepared for it before that were done. The people would say that they were raising complications for the benefit of the lawyers. The association was doing something, and he would be glad when the public were alive to the importance of that kind of legislation to be the means of enacting it. There were difficulties, but they had managed to overcome difficulties greater than those were, and if the time had arrived for it to become law he had no desire to postpone it.

A discussion then followed, during which it was suggested that a private member should introduce the bill, and the press could then discuss it. Mr. Mowat thought it could be discussed without being brought into the House.

After a few more remarks of an unimportant nature the meeting adjourned.

LEGAL DECISIONS IN REAL ESTATE CASES.

BELL *vs.* ROSS.

MONTREAL.—In the Chancery Court, on September 13th ult., in the case of Bell *vs.* Ross, a decree was granted in favor of the plaintiff. This was an action to recover certain timber limits in the Province of Quebec, which were sold by defendant to one Campbell for \$5,000, and which are now said to be worth \$25,000. Plaintiff is compelled to pay the amount of mortgage, Ross to indemnify Campbell for any losses incurred by the transfer.

HOLLAND *vs.* ROSS BROS.

His Honor Judge Macdougall, of Aylmer, gave judgment on September 25th ult., in the case of Holland *vs.* Ross Bros., setting aside the cancellation of the Plaintiffs to lands in the township of Portland, made by the Commissioner of Crown Lands in Quebec in 1878, and confirmed on appeal by the Lieut.-Governor in Council. The decision is an important one as it is a test case affecting thousands of acres of land in the phosphate region in Quebec, the titles to which were cancelled by the Government, and the lands resold. In the Messrs. Holland's case the Court held that the cancellation was illegal and arbitrary, and the defendants are condemned to pay for the timber cut by them on the lands in question. If Judge Macdougall's decision is sustained by the higher courts it will no doubt open the door to a very large number of suits for the recovery of lots of which the owners were dispossessed.

CONFISCATED CROWN LANDS.—The *Citizen* (Ottawa) understands that the recent decision of Mr. Justice Macdougall at Aylmer, in the case of the Holland Brothers *vs.* Ross, having an important bearing on the administration of Crown lands in the Province of Quebec, and which sets aside an Act of the Quebec Legislature cancelling the sale of certain Crown lands in the County of Ottawa, on the ground that the necessary settlers' improvements had not been made, will be appealed from. Thousands of acres have been similarly dealt with, and if Judge Macdougall's decision holds good the former owners of these lands will have the same course open to them as the Messrs. Holland had. The Government of Quebec have taken steps to bring the matter to the Court of Appeal. Up to the present time the authorities had not interfered with the suit, it being one between parties; but, now that the constitutionality of the acts has been challenged, it is their intention to test it in the highest tribunal if necessary in the interests of the Province.

ON THE MODEL FARM ONTARIO.

The province pays \$30,000 a year to maintain a school for the practical education of farmers. This institution turns out annually from 200 to 300 well-disciplined and splendidly-equipped men to take charge of the most important, healthy and altogether honorable pursuit on earth. We in the States are accustomed to think if a man is fit for nothing else he can settle down on a farm and get on. We have made the farm the last refuge of the tramp. They here are making the farm the first place for the true gentleman. And this is right. We must have one of these institutions in every State of our Union, a dozen if necessary, to dignify and make easy and intelligent the office of the farmer.

The trade of war is out of date, the lawyer's office is of doubtful calling, for what does it give to the world in return for his bread? The doctor's place is hardly desirable for a refined nature; but the Canadians have decided that the farmers hold the world on their shoulders and are standing truly by them. They have altogether in the Dominion eighty associations devoted to the culture and development of stock and grain. This Province of Quebec has an institution not widely unlike that of Guelph, Ont., only on a much smaller scale. I did not visit this, but am told it is conducted entirely by a lady. The Province pays \$5,000 bounty towards its maintenance. As against them we have only little to show, except the school in Michigan. Yet it is true that we have many institutions that profess farming; but I fear they do not practice it as at this model farm. Of course I cannot enter into detail or attempt to digest the big book making up their annual report on this place; but I may say as a cardinal idea they seek to be solidly practical, severely so, to keep the feet of the students set down firmly on the hard earth. They ignore Greek and all such nonsense, and try to teach common-sense. Yet no ignoramus is admitted here by a great deal. Each applicant must be at least 16 years old, must be of sound morals and good health and pass a heavy, severe matriculation if not a graduate of the many high schools in the country.—*Joaquin Miller.*

LUMBER.

There are engaged in the getting out and manufacture of lumber in Canada about one hundred thousand men, who support families forming a grand total of half a million, or about one-ninth the population of the Dominion. In all the industrial establishments of Canada \$165,000,000 of capital is invested; in sawmills and machinery over \$25,000,000 is placed. The amount invested in lands and lumbering outfits is about \$50,000,000 in all, or more than one-third of the amount invested in all other industrial establishments. The total product of lumber in 1881 was \$38,541,752, or nine dollars for each inhabitant of the country, of which enough was sold abroad to bring into the country \$23,991,052.

REAL ESTATE NOTES.

QUEBEC.

Frelighsburg—A knitting factory of considerable proportions is being projected at Frelighsburg.

Georgeville—A company with a capital of \$25,000 has been formed to build and run a new hotel at Georgeville, in the township of Stanstead.

Hull—Eddy's new sash, door and blind factory, a solid stone structure of the same design as the new stone mill, has been completed. The new works erected on the site of those burned down are all built of stone.

Montreal—THE C. P. R. DEPOT—Work was begun on the new Canadian Pacific Railway depot on 8th inst. The cost of the new structure is estimated at \$60,000. The depot, it is understood, is only intended for temporary use, the large one spoken of some time ago being still in contemplation.

Quebec—The work of assessing the real and personal property in the city for 1884 has been completed. The total assessment for 1884 amounts to about \$11,100,000, an increase of nearly \$300,000 over this year, and of nearly \$500,000 over 1882. The total amount of the Civil Service assessment income is \$756,375.

Montreal—The late residence of Mr. C. J. Brydges, which was recently purchased by Mr. L. A. Senecal for \$25,000, is again in the market, and it is understood the owner is willing to dispose of it for the same figure. An offer has been made for the property by the Sisters of the Sacred Heart Convent at Sault au Recollet, but has not yet been closed, pending the authorization of the Mother Superior of the order, who resides in France.

Beauharnois—Large Factory.—Beauharnois is shortly to have a large factory established in that town for the manufacture of merino, cashmere, thibet, alpacas and various other kinds of dress goods. The money is subscribed by a joint stock company, the chief promoter of which is Victor Hudon, Esq., the founder of the first cotton mill in Canada. The building will be 400 feet long, 100 feet wide, and two stories high. The company will employ between 600 and 800 hands.

Montreal—An Expropriation case, the case of Lemoine vs. the city of Montreal, in regard to the Mountain Park expropriations, proceeded to Enquete on 14th inst. The claimant pretends that his property expropriated at the head of Peel street was worth in 1872 and 1873 about \$300,000. A prominent real estate auctioneer, examined as an expert, stated that the property in that vicinity was worth forty cents per foot, and it was considered the most desirable property on the whole mountain side.

Montreal—It is stated here on good authority that negotiations are satisfactorily proceeding between the Canadian Pacific directors and the North-West Land Co. for the former taking back half the original land grant. The authorities of the railway, on being asked, admitted there were certain negotiations going on, but they had not a definite result reached yet and they could say nothing. If the project terminates as expected it will place the Land Company in a very favourable situation financially.

Point St. Charles—An Old Building Demolished—Some time ago it was decided to widen St. Patrick street, at Point St. Charles. It so happened, however, that one of Montreal's most ancient buildings stood in the way of the proposed widening, and an old and well-known relic has now nearly disappeared under the hand of the demolisher. The old building, or the Fort, which stood opposite the present nail factory of Messrs Pillow Hersey, & Co. was constructed in 1659 by the first Sulpicians, to serve both as a farm house and a fort for the soldiers.

Montreal—Mr. J. F. Kenna, Architect, has prepared some designs for villa fronts on Dorchester street, which, if carried out as proposed, will furnish a marked contrast to the somewhat tame and timid style of villa architecture generally adopted in Montreal. The broad, double frontages of 56 feet are well spanned or brought together by an arcade of arches on granite columns, thus forming ground floor

entrances, which also support galleries to the first floor that are surmounted by gabled pediments, rendering the whole a bold attempt to overcome the uniform sameness which has heretofore characterized villa architecture in Montreal.

Montreal.—The Congregational College on McTavish street is being prosecuted. It will be of Montreal stone, and alongside of it will be the residence of the Principal, of similar material. For Messrs. Abbot & Hodgson a rolling mill and nail factory is being built on Colborne Avenue. The structure, which is of brick, is expected to be ready for the commencement of operations in October. Not a few residences have been and are being turned into stores, while considerable alterations and ameliorations to the Molsons Bank were made. From \$250,000 to \$300,000 will be expended on the operations we have indicated.

▲ Costly Church.—The old church at Varennes, familiar to all who travel on the St. Lawrence, is being pulled down, and is to be replaced by a handsome structure on the same site, which will be commenced in a few weeks. The contract for the whole work has been awarded to Messrs. Martineau & Fauteux for \$700,000. The church will be of the Byzantine order, built with small rubble stone, the front being partly in cut stone. There will be three principal entrances. On the façade will be several niches with statues. The total length inside of the edifice will be 162 feet and the breadth 68 feet, while the transept will be 113 feet long. Two steeples, each 174 feet high, will be erected over the façade, and a dome 120 feet high will crown the middle of the edifice. The main nave will be 58 feet high. All the windows will be of tinted glass and the walls frescoed. In addition to the main building, there will be a sacristy 45 by 39 feet, in which will be constructed a private chapel and the baptismal fonts. The church will be heated by hot water. It is estimated that, with all the additional expense for the ornamentation of the interior, the church, when finished, will have cost in the vicinity of \$90,000, and will be one of the finest in the Province.

REAL ESTATE SALES

MONTREAL.

The following sales have been closed recently.

August 22,	Cr. Alexander and Dorchester streets, cut stone residence and stables, with lot containing area of 6,376 super feet, to M. O'Sullivan, for.....	\$8,775
"	Cotté street, lot containing area of 4,400 super ft., to Alfred Joyce, for.....	4,000
"	Dorchester Avenue, residence, to Mr. Dillon, for.....	7,750
September 7,	Nos. 128 and 130 Durocher street, double stone residence, with lot 25 ft. x 100 ft., to Geo. Monette, for.....	4,900
"	15, Nos. 20 and 24 Conway st., Point St. Charles, to Alexander Clark, for.....	1,825
"	19, No. 224 St. Martin st., cottage, to Rev. John Fraser, for.....	2,060
"	20, Several lots on Coursol street at 25 cents per foot.	
"	Several lots on Dominion avenue, at 20 cents per foot.	
"	Corner of Dorchester and Gain streets, The Dempsey property, vacant lot, for.....	1,000
"	22, Montreal, The Rosemont property, to Christopher Carter, for.....	10,500
"	The Cote des Neiges property, for.....	5,000

October	9, No. 137 Mansfield st., dwelling house, to General Potter, U.S.A., for.....	5,100
"	No. 34 Fort street, residence, to Geo. Armstrong, for.....	3,400
"	No. 22 Park avenue, stone residence, to Robert Miller, for.....	5,250
"	No. 60 Lusignan street, residence, to Lawrence Flynn, for.....	975
"	11, No. 31 St. Hubert street, residence, to Henri Parent, C.E., for.....	7,300
"	12, No. 496 Lagauchetière street, residence, to John B. Murphy, for.....	2,750
"	Nos. 14 and 16 Chenneville street, residence, to John B. Murphy, for.....	2,490
"	13, Rushbrook street, Point St. Charles, 2 residences, to Mr. Boyd, for.....	3,600

TORONTO AND SUBURBS.

August	2, Berryman street, house and lot to Chas. Goodwin, for.....	\$ 800
"	31 Yorkville avenue residence with lot 31 ft. x 160 ft., to W. Morse, for.....	2,540
September	1, 130 Isabella street, rough cast dwelling with lot 40 ft. x 100 ft., to Mr. Struttaford, for..	2,000
"	Cr. Dundas street and Lawrence avenue, Brockton Presbyterian Church, to Messrs. Mallon & Ward, for.....	2,000
"	8, Cr. Parliament and Carlton streets, hotel, to Philip Conlin, for.....	4,150
"	Parliament street (adjoining hotel) butcher's shop, to James Kertland, for.....	1,500
"	D'Arcy street, lot 26 ft., 6 in. x 166 ft., to J. Thompson, for.....	850
"	D'Arcy street, lot 29 ft. 11 in. x 166 ft., with rough-cast cottage, to Peter Gorman, for...	1,500
"	No. 63 Wandell street, lot 48 ft. x 100 ft. to J. Duggan, for.....	130
"	Corner Grover and Wardell streets, lot 93 ft. x 89 ft., to S. Defries, for.....	200
"	East Gerrard street, lots No. 3 and 4, together measuring 60 ft. x 113 ft., with rough-cast cottage, to S. Defries, for.....	415
"	22, Yonge street, vacant lot of 52 ft. 3 in. frontage, to W. Mulock, M.P., for \$106.00 per foot.	
"	Nos. 29 and 31 Vanauley street, two cottages, to Mrs. E. Drew, for.....	1,475
"	29, East side of Huron street, lot with brick store and dwelling, to A. R. Christie, for.....	1,670
"	North Side of Birch avenue, vacant lot, to Chas. Macey, for.....	250
"	Henderson avenue, vacant lot, to Albert Wells, for.....	925
October	6, No. 116 Pembroke street, brick residence, with lot 32 ft. x 138 ft., to Alderman Steiner, for	6,550
"	No. 308 King st., E., brick house with lot 20 ft. x 140 ft., to C. Scales, for.....	1,150
QUEBEC,	The Government without tenders recently sold the ruins of the burnt Parliament House to Mr. Charlebois, contractor, for.....	1,200
	That gentleman has just disposed of the Accountants' safe which was part of the haul, for.....	1,000
LONGUE POINTE,	The Michael Raymond farm of 190 arpents, Longue Point Road, has been sold to Mr. Hugh Allan, for.....	14,000
THOUSAND ISLANDS,	Lots to the value of \$7,300 have been sold at the Thousand Island Park this season.	

REAL ESTATE.

ONTARIO.

Galt—\$132,250 worth of new buildings have been erected in Galt this year.

Land Entries—Owing to the fraudulent discoveries of land entries, it is believed that the Secretary of the Interior will recommend the repeal of the pre-emption laws and the Timber Culture Act.

Toronto—The assessment of the city of Toronto shows an increase over last year of \$3,573,593. The population, as taken by the assessors last year, including Yorkville, annexed this year, was 90,606. This year it is 95,450, showing an increase of 4,843.

Pembroke—At the Russell House the extensive timber limits of A. & P. White, Pembroke, were offered for sale. The first parcel offered was nearly four hundred square miles on the Magnissippi. The highest bid was \$200,000, but the owner thought the figure too low and withdrew the parcel. Seventy-nine miles square and a small saw mill on Deux Rivieres were then put up and withdrawn at \$40,000.

Proclamation—A proclamation appears in the Canada Gazette in reference to the custom called "pottlach," which prevails among the Indians of British Calumba. This ceremony consists in a lavish and improvident distribution of property among their own and other people. The proclamation urges that the Indians should abandon this custom, which, it is pointed out, is attended with disastrous results.

Securing Homesteads—The Hon. Mr. Pope, the Minister of Agriculture, has instructed all immigration agents to keep a register of all farm properties for sale. Parties wishing to dispose of property should communicate with the agents, as the register is open to public inspection. The public will be glad to notice that the Minister has taken this plan of bringing the interests of Ontario before the tenant farmers arriving in Canada with the view of securing homesteads.

Ottawa County—Mr. Fraser Secretary of the Ottawa Iron and Steel Co., has returned from England after six months' absence. He reported that he succeeded in organizing the company with a capital of £350,000 to commence operations this fall. The Company's mines are in Ottawa County, near the proposed Gatineau Railway, and are said to be very rich. The Company will establish blast furnaces, and eventually go into the manufacture of steel rails.

ADVERTISERS
Can learn the exact cost of any proposed line of Advertising in American Papers by addressing Geo. P. Rowell & Co's Newspaper Adv'g Bureau, 10 Spruce St., N. Y.

J. CRADOCK SIMPSON,
Real Estate, Insurance and Financial Agent,
No. 191 ST. JAMES STREET,
Telephone Connection.
MONTREAL.

AGENCY WANTED.

A gentleman, with good business connections, well acquainted with the City, and thorough business habits, will be glad to represent a good Fire Insurance Company at Halifax, Nova Scotia. An agency for whole Province or the City of Halifax will be accepted.

Address—"Underwriter,"
Post Office box No. 574,
Halifax, N.S.

A. G. CLEMENTS,
REAL ESTATE & INSURANCE AGENT,
972 QUEEN ST. WEST, TORONTO.
Parkdale and Suburban Properties a specialty.

D. W. CLENDENAN & D. J. LAWS,
10 Equity Chambers, 20 Adelaide St. East, Toronto.
Dealers in Suburban, and other Properties solely on their own account, among which are the Original West Toronto Junction Lots on the Old Carlton Race Course.

W. M. A. LEE & SON,
LAND, LOAN & INSURANCE BROKERS,
Estates Managed.—Rents Collected.
Agents—Western Fire and Marine Assurance Company.
Office—10 Adelaide St. East, Toronto.

SUN LIFE ASSURANCE COMPANY OF CANADA.

UNCONDITIONAL INCONTESTABLE LIFE POLICIES.

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

Directors. THOMAS WORKMAN, Esq., President.
M. H. GAULT, Esq., M.P., Vice-President.
HON. A. W. OGILVIE.

A. F. GAULT, Esq.
HON. JOHN BOYD,
D. MORRICE, Esq.

T. M. BRYSON, Esq.
T. J. CLAXTON, Esq.
E. J. BARBEAU, Esq.

ASSETS, about \$1,100,000

R. MACAULAY, Manager.

THE CITY OF LONDON

FIRE INSURANCE COMPANY OF LONDON, ENGLAND.

Capital, \$10,000,000.

Government Deposit, \$100,000.

Insurance effected at lowest current rates. Claims promptly settled.

Head Office, Province Quebec: 53 & 55 St. Francois Xavier Street, Montreal.

W. R. OSWALD, General Agent.

IMPORTANT TO INSURANCE MEN.
STOUT BUFF COPYING PAPER.
THIN BUFF COPYING PAPER.

These favorite Copying Papers entirely obviate the necessity of using TWO KINDS of Ink, any Good BLACK or BLUE-BLACK INK will copy on these papers, and will also RE-COPY.
 The STOUT is useful where frequent reference has to be made to books or sheets, it being as thick as ordinary writing paper. The "THIN" is the same in thickness as the usual white. These papers do not wrinkle or COCKLE after drying—they are not MANILLA. Books or sheets of all sizes in stock or made to order.
 SEND FOR SAMPLES AND PRICE LISTS.

MORTON, PHILLIPS & BULMER,
 Stationers, Blank Book Makers and Printers,
 375 NOTRE DAME ST., MONTREAL.

WM. C. DAVIDSON.

JOHN YOUNGER

WM. C. DAVIDSON & CO.,

LITHOGRAPHERS,

Engravers and General Printers,

511 LAGAUCHETIERE STREET,

MONTREAL.

SPECIALTIES:

Insurance Supplies and Commercial Work.

FAIRBANKS & CO.'S

STANDARD SCALES

Warehouse, 377 ST. PAUL STREET,

MONTREAL,

SCALES OF EVERY DESCRIPTION ON HAND.

BUY ONLY THE GENUINE

CANVAS HOSE

For Mills, Factories and Fire Brigades.

FENWICK & SCLATER,

229 & 231 COMMISSIONERS STREET MONTREAL.

MONK, MONK & RAYNES,

Advocates, Barristers, Commissioners, &c.

CHAMBERS: Nos. 1, 2 and 3, over Jacques Cartier Bank,

No. 7 Place D'Armes.

E. C. MONK, M.A., B.C.L. F. D. MONK, B.C.L., Commissioner for Manitoba
 CHAS. RAYNES, B.A., B.C.L., Commissioner for Ontario.

LEWIS & KIRBY,

FINANCIAL & INSURANCE AGENTS,
 WINNIPEG, - - - Manitoba.

STEPHENS & LIGHTHALL,

ADVOCATES,

341½ NOTRE DAME STREET,

E. H. SMYTHE, LL.D.,

BARRISTER,

KINGSTON, - - - Ont.

INSURANCE BOOKS

PUBLISHED BY

C. C. HINE, New-York.

Copies of these standard works, which are invaluable to all Insurance Agents and Underwriters, can be procured at the Office of

INSURANCE SOCIETY,

MONTREAL.

The following are now on hand:—

FIRE INSURANCE.

Letters to an Agent. from Ye PATRIARCH. A familiar book of instructions for Fire Insurance Agents, in which divers topics are treated in a manner quite unlike that adopted by the more formal writers. Good to reform careless Agents; good to stimulate lazy Agents; good to instruct green Agents; interesting to Agents of all sorts. Price, in beveled boards, cloth, gilt-side title, very handsome. \$1 50

Hine's Instruction Book for Agents, new edition, revised and greatly enlarged. Single copies..... 2 50

Hine's Book of Forms—Policies, Endorsements, &c. New edition, greatly enlarged, with a treatise on policy writing by J. GRISWOLD. Single copies..... 1 50

Hine's Pocket Expiration Book. Good for seven years from any date; gotten up on the same general plan as the large Expiration Book, but very neat and compact. Handsomely bound in cloth, with gilt side-title, pocket size. Per copy..... 1 50

Waters' Adjustment of Fire Losses on Buildings. By A. J. WATERS, Esq., Cleveland, O. This is the latest and by all odds the most thorough and elaborate work on the adjustment of LOSSES ON BUILDINGS that has ever been published. It is filled with instructive text, valuable tables and profuse illustrations; treating of house building from the laying of the sill to the last touch of the paint brush, and is eminently practical and useful, not only in settling losses after a fire, but in enabling agents to judge of the value of a building when making the insurance.
 Beveled boards, cloth and gilt, per copy..... 2 00
 Morocco, with flap and gilt edges..... 3 00

Griswold's Hand-Book of Adjustments. By J. GRISWOLD, Esq., A new edition, revised and greatly enlarged. The standard authority and most perfect compendium of information, tabular, legal, etc., on the adjustment of Fire losses extant. No agency or adjusting outfit complete without a copy. Green cloth and gold..... 1 50

Ducat's Practice of Fire Underwriting. Single copies.. 1 50

Catalogues are supplied on application, containing a complete list of publications and prices.

JACKSON RAE,

GENERAL FINANCIAL, INVESTMENT
 AND COMMISSION AGENT,

Office: Royal Insurance Chambers, Notre Dame St.,
 MONTREAL.

GEORGE J. PYKE,

GENERAL AGENT FOR ONTARIO

OF THE

QUEBEC FIRE ASSURANCE CO'Y.

OFFICE JANUS BUILDING,

Wellington St. East, - - - TORONTO.

T. D. LEDYARD,
 REAL ESTATE AND MINING BROKER,

23½ CHURCH STREET, TORONTO.

Prince Arthur's Landing a Specialty

LIST OF INSURANCE PLANS PUBLISHED BY

PROVINCE OF NOVA SCOTIA.

Amherst	Liverpool
Annapolis	Lunenburg*
Antigonish	New Glasgow
Arichat	Pictou
Bear River*	Sheburne*
Bridgetown*	Stellarton*
Bridgewater*	Sydney
Canso*	Truro
Chester*	Windsor
Dartmouth	Wolfville
Digby	Yarmouth
Guysborough*	
HALIFAX	
Kentville	

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

SPECIAL SURVEYS. No. 1

SPECIALTIES.
RAILWAY
 Surveys, Estimates and Construction.
CORPORATION AND WATER WORKS.
 Real Estate Plans and Street Profiles.
INSURANCE
 Surveys, Diagrams and Views.

CHAS. E. GOAD,
 CIVIL ENGINEER,
 102 ST. FRANCOIS-XAVIER STREET,
 (Exchange Bank Building),
MONTREAL.

PROVINCE OF ONTARIO.

Allea Craig	Cobourg	Madoc	Prescott
Alexandria	Colborne	Markham*	Preston
Alliston*	Collingwood	Meaford	Renfrew
Almonte	Cornwall	Merrickville	Ridgetown
Amherstburg	Dresden	Merriton	Riverside
Arnprior	Drummondville*	Milton	St. Catharines
Ancaster*	Dundas	Mitchell	St. Mary's
Arthur*	Dunnville	Morrisburg	St. Thomas
Ashburnham	Durham	Mount Forest	Sarnia
Aurora	Elmira*	Napanee	Shannonville
Aylmer	Elora	Newbury*	Simcoe
Ayr*	Essex Centre	Newcastle	Smith's Falls
Baden*	Exeter	New Edinburgh*	Southampton
Barrie	Fenelon Falls	Newmarket	Stayner
Beaverton*	Fergus	Niagara Falls	Stouffville*
Belleville	Flesherton*	Norwich	Stratford
Berlin	Fort Erie*	Oakville	Streetsville*
Blenheim	Fort William*	Odesa*	Tamworth*
Blyth	Gait	Orangeville	Thornbury*
Bobcaygeon	Gananoque	Orillia	Tilsonburg
Bolton*	Georgetown	Oromo	TORONTO Vol. I.
Bothwell*	Glencoe*	Oshawa	" " II.
Bowmanville	Goderich	OTTAWA	Trenton
Bracebridge*	Gravenhurst*	Owen Sound	Tweed
Bradford	Grimby*	Paisley	Uxbridge
Brampton	Guelph	Pakenham*	Walkerton
Brighton	HAMILTON	Palmerston	Wallaceburg
Brockville	Hamilton	Parkdale	Warkworth
Brooklin*	Hastings	Park Hill	Waterloo
Brussels	Hawkesbury	Pembroke	Watford
Caledonia	Hespeler*	Peterboro'	Weiland
Campbellford	Ingersoll	Pictou	Whitby
Cannington*	Jarvis*	Point Edward	Windsor
Carleton Place	Kemptville	Port Burwell*	Wingham
Cardinal*	Kingcardine	Port Colborne	Woodstock
Carronbrook*	Kingsville*	Port Dover	Wroxeter
Cayuga	Lakesfield*	Port Hope	Yorkville
Chatham	Leamington*	Port Perry	
Chippawa*	Listowel	Port Stanley	
Clarksburg*	LONDON		
Clifford*	L'Original		
Clinton	Lucan		
	Lyn*		

P. E. ISLAND.

Alberton*
 Charlottetown*
 Georgetown*
 Souris*
 Summerside*
 Montague*

NEWFOUNDLAND.

ST. JOHN'S
 Harbour Grace
 Carbonear

REFERENCE BOOKS.

ville
 ford
 ton

PROVINCE OF MANITOBA.

Winnipeg
 Emerson
 Portage-la-Prairie

PROVINCE OF QUEBEC.

Acton*	MONTREAL	St. Therese*
Aylmer	Part I.	Shefford*
Beauharnois	" II.	Sherbrooke
Bedford	" III	Sorel
Berthier	Nicolet	Stanbridge*
Brigham	Ormstown D'rm*	Stanstead
Buckingham*	QUEBEC	Sweetsburgh*
Coaticook	Quebec Coves	Terrebonne
Coteau St. Louis	North Side	Three Rivers
Cowansville	Quebec Coves	Valleyfield
Danville*	South Side	Waterloo
East Farnham	Richmond	West Farnham
Frelighsburg	Riviere du Loup	
Granby	Rock Island	
Hemmingford	St. Andrews*	
Hochelaga	St. Cunegonde	
Hull*	St. Eustache*	
Huntingdon*	St. Gabriel	
Joliette	St. Henri	
Lachine	St. Hyacinthe	
Lachute	St. Jean Baptiste	
Laprairie	St. Jerome	
L'Assomption*	St. John's	
Lennoxville	St. Louis of	
Levis	Mile End.	
Longueuil	St. Scholastique*	
Maskinonge*		
Melbourne		

APPLIANCE REPORTS are prepared for most places above noted, giving information respecting means of protection against fire, etc.

PROVINCE OF NEW BRUNSWICK.

Bathurst	PORTLAND
Campbellton	Petitecodiac.
Carleton	Sackville
Chatham	Salisbury*
Dalhousie	St. Andrews
Dorchester*	ST. JOHN
Fredricton	St. Stephen
Grand Falls*	Shediac*
Hillsborough*	Sussex
Moncton	Woodstock
Newcastle	

GLASGOW AND LONDON RE-INSURANCE COMPANY OF GREAT BRITAIN.

CAPITAL - - - - ONE MILLION DOLLARS.

RESERVE FUND, \$380,000. LAST ANNUAL INCOME, \$825,000.

==) DIRECTORS. (==

**ROBERT ROBINSON, Timber Merchant,
GLASGOW.**

**CHAS. C. JOHNSTONE, "Viewfield,"
STIRLING.**

GEO. M. WOOD, S. S. C., - - EDINBURGH.

**G. SWINBURN KING, Hyde Park,
LONDON.**

**JAMES FAILL, Manager Bank of Scotland,
GLASGOW.**

WM. LESTER, Iron Merchant, - GLASGOW.

**GEO. D. LAYCOCK, 54 Grove Place,
Kensington, LONDON.**

**J. PELLOTT RICKMAN, 17 St. Bride St.,
LONDON.**

**GEORGE KING, F.I.H.,
*Secretary.***

**CHARLES W. PEARCE, F.S.S.,
*General Manager.***

BANKERS, - - - - - THE BANK OF SCOTLAND.

**HEAD OFFICE FOR CANADA,
110 ST. FRANCOIS XAVIER STREET, MONTREAL.**

**JOINT MANAGERS,
STEWART BROWNE. EDWARD L. BOND,**

GENERAL AGENTS,

Toronto, S. BRUCE HARMAN. | Winnipeg, ROBERT STRANG.
Charlottetown, F. W. HYNDMAN. | St. Johns', Nfld., LEONARD MCGHEE.
ST. JOHN, N.B., HALIFAX, N.S., VICTORIA, B.C.

Treaties and Contracts made upon which Liberal Commissions are allowed.

SUMMARY OF 38th ANNUAL REPORT.

New York Life Insurance Co.,

OFFICE, 346 & 348 BROADWAY.

Wm. H. Beers, Vice-Pres't and Actuary.

Morris Franklin, President.

BUSINESS OF 1882.

Received in Premiums.....	\$9,152,627.38	
Received in Interest, Rents, etc.....	2,798,018.41	
Total Income.....		\$11,950,645.79
Paid Death-claims.....	\$1,955,292.00	
" Endowments.....	427,258.95	
" Annuities, Dividends, and for Surrendered Policies.....	3,827,758.76	
Total Paid Policy-holders.....		\$6,210,309.71
New Policies issued.....	12,178	
New Insurance written.....	\$41,325,520.00	

CONDITION JAN. 1, 1883.

Cash Assets		\$50,800,398.82
* Divisible Surplus (Co.'s Standard, 4 per cent.).....	\$4,948,841.79	
† Tontine Surplus " "	2,091,372.16	
‡ Total Surplus at 4 per cent.....	7,040,213.95	
Surplus by State Standard.....		\$10,073,892.51
Policies in force.....	60,150	
Insurance in force.....	\$171,415,097.00	

PROGRESS IN 1882.

Increase in Premiums.....	\$1,101,915.44	
Increase in Interest, etc.....	365,364.08	
Total Increase in Income.....		\$1,467,279.52
Excess of Income over all expenditures.....	3,788,508.25	
Excess of Interest over Death-losses.....	842,726.41	
Increase in Assets.....	3,571,615.18	
Increase in Divisible Surplus (Company's Standard, 4 per cent.).....	121,805.18	
Increase in Tontine Surplus " "	37,128.13	
Amount added to Tontine Fund.....	1,109,966.00	
Amount paid on Matured Tontines.....	1,072,837.87	
Increase in Policies issued (over 1881).....	2,237	
Increase in new Insurance " "	8,951,239.00	
Increase in Policies in force " "	6,223	
Increase in Insurance in force " "	19,654,273.00	

* Exclusive of the amount specially reserved as a contingent liability to Tontine Dividend Fund.

† Over and above a 4 per cent. reserve on existing policies of that class.

‡ If the Actuary's, or American, Mortality Table were used, this amount would be considerably increased.

The NEW YORK LIFE issues all desirable forms of Life, Endowment and "Tontine Investment Plan" Policies.

Applications for Agencies in Canada, and all information regarding the Company's popular systems of insurance, will receive prompt attention by addressing the undersigned.

CANADIAN BRANCH OFFICE,

120 ST. FRANCOIS XAVIER STREET,
MONTREAL.

DAVID BURKE, SUPERINTENDENT.