# 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		Coloured pages / Pages de couleur
	Covers damaged / Couverture endommagée		Pages damaged / Pages endommagées
	Covers restored and/or laminated / Couverture restaurée et/ou pelliculée		Pages restored and/or laminated / Pages restaurées et/ou pelliculées
	Cover title missing / Le titre de couverture manque		Pages discoloured, stained or foxed/ Pages décolorées, tachetées ou piquées
	Coloured maps /		Pages detached / Pages détachées
	Cartes géographiques en couleur	$\checkmark$	Showthrough / Transparence
	Coloured ink (i.e. other than blue or black) / Encre de couleur (i.e. autre que bleue ou noire)	$\checkmark$	Quality of print varies / Qualité inégale de l'impression
	Coloured plates and/or illustrations / Planches et/ou illustrations en couleur Bound with other material /		Includes supplementary materials / Comprend du matériel supplémentaire
	Relié avec d'autres documents Only edition available / Seule édition disponible		Blank leaves added during restorations may appear within the text. Whenever possible, these have been omitted from scanning / II se peut que certaines pages blanches ajoutées lors d'une restauration apparaissent dans le texte, mais,
]	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.		lorsque cela était possible, ces pages n'ont pas été numérisées.

 $\checkmark$ 

Additional comments / Commentaires supplémentaires:

Continuous pagination.



Vol. II., No. 2.

## MONTREAL, FEBRUARY 20, 1882.

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

The Manager of a Life Insurance Company who boasts a successful experience of many years in Canada, very earnestly endeavored to impress us with the idea that there was no field for an Insurance Journal in Canada. At the next town but one we visited, one of the first men we met began to abuse Life Insurance in general and the Company of this Manager in particular. We venture to assert that if the abjurer of Life Insurance will read INSURANCE SociEty faithfully during the coming year, he will not only change his mind concerning this means of providing for old age or for survivors, but will be very likely to seek Life Insurance in the Company he now abuses so roundly; if he does not go quite so far as this, he will see that there are overbalancing arguments against his ideas, and so, Life Insurance, if it has not one disciple the more, will have one detractor the less.

Outside the Insurance Press proper, no body of men have contributed so much of value to the literature and the practice of Fire Insurance as the members of the Fire Underwriters Association of the Northwest, from whose Secretary, Mr. G. W. Hayes of Milwaukee, we have received a neatly bound volume containing the report of the proceedings at the eleventh annual meeting of that Association, which we have read with very great interest and pleasure.

These gentlemen, believing that Fire Insurance is a profession affording ample scope for their keenest observation and study, and satisfactory compensation for their labour and energies, seek to adorn it by appropriate efforts and literature.

The first of their meetings was held some dozen years ago with closed doors, because the members were doubtful as to the reception which their utterances would meet at the hands of the Managers of the Companies on the one hand and of the Agents on the other, as well as of the criticisms of the i the insurance press, but the meeting whose record is before us was not only open to even the daily press, but was attended by the Presidents and Managers of some of the foremost Companies doing business on this continent, all of whom expressed their admiration of the conduct and attainments of the members, and one of whom, Mr. D. A. Heald, President of the Home Insurance Company of New York, delivered a very eloquent address on Fire Underwriting as a profession of the profession; another, Mr. Alfred G. Baker, President of the Franklin Insurance Company of Philadelphia, presented a prize of prize of one hundred dollars for the best essay on the evils that oppress Fire Underwriting, especially adverse legislation, and the best remedies therefor,

The members of this Association are recognised authorities on the subjects to which they severally give special attention, because their studies and observations are practical and thorough. This is one of the reasons why the Western States are the most profitable to the Fire Insurance Companies, and why so many of the inferior risks of that region have to seek insurance underground.

It would be of infinite benefit to the gentlemen who are to occupy positions of responsibility in connection with Fire Insurance in Canada, if they were to organise a similar association, the letter of Fair Play in our correspondence of this month shows that there is ample field for their studies. The growth of manufactures and the increase of insurable property would indicate that positions of trust and emolument will be open to those who are competent to fill them, and it is to be presumed that representatives of responsible companies will be sought amongst those who have taken the trouble to fit themselves for their duties.

It might not be altogether *infra dig.* of the managers if they not only encouraged the formation of such an association but attended some of its meetings and contributed to their interest and value; it certainly would ultimately prove to the advantage of their Companies.

#### DEUTERONOMY XXII. 8.

When thou buildest a new house, then thou shalt make a battlement for thy roof, that thou bring not blood upon thy house if any man fall from thence.

In the accounts of nearly every disastrous fire, we continue to find that its spread, and its destructive consequences were caused, by open hoistways, trap doors, or elevators. If we were to sum up the destruction to life, limb and property during the past year from this AVOID-ABLE cause we should present such a bill against the criminally culpable proprietors as would lead to action by recommendation of the grand juries; but, inasmuch as the Fire Insurance Companies are the principal sufferers from the destruct on of property by these causes it is surely within their province to tax them, either out of existence, or out of insurance, as they might easily and properly do by united actio 1 in reference thereto.

It s a matter of serious personal consideration, how far a man, whether he be a proprietor of a building or the manager of an insurance company, if he know of the presence of a danger, and take no steps for its removal, is morally or legally liable for the results of its continuance; the inner consciousness of a man must give him some uneasiness when he reads of the destruction of thous ands of dollars worth of property by reason of the spreal of fire through open hoistways, etc., or meets a crippe on the street who has fallen a victim to these cursed contr vances; but when he attends the funeral of a man or boy whose death is due to them, he must stand self-convicted of murder.

No man can plead ignorance in this respect, unless he is so densely stupid as to be unfit for anything savoring of responsibility; nor can any plead innocence, because there are so many simple, inexpensive designs and apparatus for the automatic closing of hoist and elevator ways; their approach can always be guarded by self-closing gates, and because everybody knows the danger to life, limb and property they always present.

The Inspector who fails to insist on the guarding and closing of these murderous incendiaries fails in the highest duty of his very important and responsible office, inasmuch as his fellow-citizens or his company depend upon him for the removal of avoidable dangers. The Proprietor who refuses to protect his property from the avoidable spread of fire should not be protected by fire insurance from the consequences of his own stupidity; the Employer who refuses to protect his employees from the danger of broken limbs or sudden death should be indicted for premeditated manslaughter, or whatever legal form the keeping of a mantrap may be legally designated, and should certainly be prosecuted criminally for his neglect, as well as mulcted in damages for its almost certain consequences.

Note.—this was written early in January, and was intended for our January issue, subsequent events have added force to the article.

#### THE STORY OF A RISK.

PART I-THE PLACING OF IT.

I call it just ingratitude, and nothing else, in that old fellow at the Zephyr Insurance Company! Just imagine! I have been on their books for the last three years quite contented, and was paying them five per cent. for insurance of pretty near the whole value of my factory, and it had never burnt, all that time; so of course it was self evident that the insurance companies were drinking my very heart's blood and fattening themselves like so many contractors at my expense ; so when this year's expiration notice came in I told my book keeper that I would not pay over two per cent. any more; the fellow looked surprised, as he knew that I had had several mighty narrow escapes from fires, which, if they had once got a little start, would have swept everything clean away, but he knows better than to say anything when I stamp my foot and make a reference to Shearer's scheme of improving the Montreal Harbour.

He is a thoughtful sort of a fellow though, and so did not wait the full time of expiry before going after the renewal receipt, but went a day or two before the premium was due, and demanded the reduction of the rate, just as I had told him to do.

The Counter Clerk, or whatever they call the fellow who smiles so much when you go to pay a premium, told my man that he was very sorry that he had no authority to change the rate, but as the premium was not due yet, old Crusty (that is the fellow I first spoke of) would look it up when he came in. and he was sure that the Company would be very happy to meet my views if it was at all possible to do so, but they would let me know next day what they could do in the matter?

My man came to the factory and told me all this, and as it did not sound very bad I did not take any more notice of it, being busy breaking in a new engineer I had just engaged—well he was not exactly an engineer, but his wife had a cousin who wheeled the coals to a man who tended the furnace at an engineer's residence, and I had engaged this man to run the engine, tend the fire, wheel his own coal, and fill up his time in varnishing broom handles.

I did not see old Crusty when he came down to examine the factory, so did not have a chance to make any remarks to him about the improvements at Carillon, as I usually do when I don't like a man's style; but I had plenty of opportunity when I got back to the office and found a note saying that: "Upon reference to the Insurance Plans the Zephyr Ins. Co. regretted to have to decline to continue the risk on my factory."

Here was a pretty kettle of fish! My policy had only just two days to run and I would not have it uninsured for twenty times the amount of the premium.

This was an octopus kind of a mess I did not like, but,

as luck would have it, my next neighbour came in to see what quantity of residuum I wanted to mix with the fine coal and shavings for my furnace. He has a coal-oil refinery, separated from my factory by a board partition, but my furnace and boilers furnish the steam and power for both of us, so he finds part of the fuel.

I told him what was up and,—would you believe it? he just laughed at me. "Oh," he says, "I know how to fix those insurance fellows, "just give it to a broker." "What the octopus can a broker do about it?" says I; thinking about the fellow that sold me Mechanics Bank Stock the day after it stopped payment.

"Just you wait and see," says he, and with that he goes off down town, leaving me improving rivers like sixty.

In about half an hour he came back again and along with him just a howling swell of a fellow with red hair and lots of jewellery and perfumery, all curled and pomaded, who asked me what rate I was willing to pay on my factory. When I told him I was quite willing to pay the old rate of five per cent. if I could not do any better, he smiled a wink, and said "we'll see what we can do for you. If you leave it in my hands I think I can place it in a good Company for one half that rate."

"And what will I have to pay you?" says I.

" Pay me ! The companies pay me," says he.

With that he went off, and sorry bit I saw of him till next day, when he comes laughing into my factory with a policy of the Aurora Insurance Company at 234 per cent. "And how did you get it," says I, "at that rate, when old Crusty of the Zenbyr wouldn't renew the old policy at five per cent.

the Zephyr wouldn't renew the old policy at five per cent. "That is one of the secrets of the 'profession,'" says he, "but if you let me have control of all your insurance business I will tell you; but, in strict confidence, mind you."

"Your hand on that," says I, seeing as how he had saved me quite a nice little pot of money and the Insurance Companies had paid him to do my work for me ;— but although he did not seem anxious to spoil his perfumery by shaking hands, yet he told me a queer kind of a tale that set me thinking.

"Well, you see," says he, " there's some Companies as is mighty particular about their business, but its only very few of them as is so, although all of them pretend to be; and you just have to know your fellows to know how to get along with them when you have a very hard kind of a risk to place."

"Stand the drinks?" says I.

"No," says he, "that would'nt do, because none of them do that kind of thing."

"Skuse my interruption," says I.

"Well, some of them have surveys of every risk in the city and in the country made by a fellow called Goad, who is too awfully particular in his surveys for me and you, and some of the Companies look up the risk on these plans whenever you go to them, or whenever one is running out, that is the way the Zephyr spotted your's, and if they find a pretty hard looking locality or if a Green H is marked on it they won't do anything about it till they have sent an Inspector to see it and make a report; sometimes the Insurance Society Bureau sends a man for them. and he looks up everything, good, bad, or indifferent, and just tells them everything. So you see it is no use going to *them* about such a risk as yours.

"Then there are others who keep the surveys in a drawer but never look at them, I can always get along with them if I act as if I was in a hurry and seem very independent; but sometimes they turn up their plans and surveys and then I tell them I have not time to stop talking all day, as another Company wants the risk anyway. So I go to the Companies that are very anxious to make money for the managers,—they are not so extravagant as to spend money in plans and surveys and inspections because they cost so much; they ask you a lot of questions, but if you swear at them a little and talk about "Technicalities" they always do just what you want them ; that word "Technicalities" just scares the very life out of them, if you use it right, either when you have a hard risk to place or a hard claim for loss to engineer. The Aurora would go clean crazy if you said Technicality to them three times in one day."

"Why," says I, "what does it mean ?"

"I don't know," says he; " but I know one Company lost most of its business because somebody said they stood on technicalities.

"And do you make much money out of the Insurance Companies?" says I, thinking it mighty queer they should

Pay a man for cutting their throats. "Pretty well," says he, " because there are some of them so anxious for risks that they will take any rate or any risk I tell 'em to."

So you see that the Zephyr lost my risk, and I saved my money, and the Aurora Insurance Company paid the Broker.

Here's luck !

#### EXPERIENCE.

What is it? Who has it? It has been very much the fashion for Insurance Managers to criticise each other's actions, and for Insurance Journalists to criticise the Insurance Managers individually and collectively. Perhaps, when a reason is avowed for doing a particular act, or an explanation given for adopting a certain course, difference of opinion as to the propriety or advisability may arise and be expressed, but, unless the critic is fully advised as to the considerations which justified the act or course in the minds and councils of the company, he may be greatly in error in his verdict. One company in Canada has long written freely on Tanneries ; if it were to cancel all its risks of that class to-day and never write another one, it would be many thousands of dollars in hand ; that company can prove, by experience, that Tanneries are profitable risks at current rates, whilst most of the others, by dearly bought "experience" of a different character, have been led to class them as uninsurable; to this, we hear the reply, "You must combine the experiences to get at the facts or the true cost of carrying them." But then comes the rejoinder: "Would any company consent to change its rules on learning the true cost of these risks?" We think not, because, disguise it as you may, there is observable in every company's experience an element of good or evil fortune to them in every different class of risks ; and facts-fancies if you will—are more convincing and influential than figures. Journalists, Readers, Managers, may declaim as they will against prejudices and superstitions, but look at the private instructions to agents of each of the different companies in existence, and you will find nearly every class of manufactures extant included in the lists of prohibited risks issued by one or other of them, simply, and perhaps properly, by reason of their "experience," and who shall prove them to be in error When they have facts and figures to justify them.

# "What care I how good they be,

is the business-like rejoinder of the manager who has had a continuous string of losses on country stores, when asked for reinsurance by a company who have year after year made money on them; and so ring the changes throughout the various classes of hazards, ordinary or special; the company whose experience teaches them that certain classes of risks are marke money on are undesirable, ridicules the company who make money on them them, and each feels justified in their conclusions

For all this, however, although no reasoning could justify the company in accepting business which they know to be un-Profitable to them, yet a knowledge of the combined experiences of all the companies, and a study of the circumstances under which other companies reaped profit where they experienced continuous loss, might lead to such modifications of their own rules and practices as would cause them to enlartheir own rules and practices as would cause them to enlarge their business with satisfactory results.

On the other hand, study of the combined experiences of all the companies might convince the apparently successful successful writer of, say, Sash and Blind Factories, that he has

been "more lucky than wise," and that the sooner he rescrutinizes his business the better it will be for him in the not distant future.

Neither timidity nor temerity should have place in the councils of a Fire Insurance Company, as the one prevents profit whilst the other precipitates perdition.

#### METROPOLITAN MUTUAL BENEFIT SOCIETY.

The Metropolitan Mutual Benefit Society appears in print with the names of Wm. Donahue, wholesale merchant, as President; Robert Evans as Vice-President, and A. W. Bisson, as General Manager, with an extract from a letter purporting to be signed by the Governor General.

With such credentials any institution should be in a fair way to success, if its inherent principles are correct; but when we read the accounts of the downfall of the Union Generale of Paris, which has just collapsed in so lamentable a manner notwithstanding the beneficent objects it was proposed to promote, and the fact that the Count De Chambord showed his faith in its principles by subscribing five million francs of its stock, and the Pope is said to have given it his blessing, we must take every financial institution as we find it, without reference to any high-sounding titles those who endorse it may possess, or the positions in society they may occupy, especially as a Paris despatch says the public prosecutor has taken summonses against eight Directors of the Union Generale.

We have had letters of inquiry and of complaint concerning this Metropolian Mutual Benefit Society, in consequence of which we have endeavoured to possess ourselves of the facts in reference to its workings.

The Manager says that it is a part of the contract that if any member wishes to retire from the Association, he can do so by paying the assessments due and returning his certificate with a notification of his desire; taking this as correct, we felt that it must offer very little security to these who remain, supposing themselves insured for certain amounts in it. True, it may be said that if any person insured in any company wishes to discontinue his insurance, he may do so by simply discontinuing his payments. The Insurance Company has no recourse against him in any form other than the forfeiture of the premiums already paid. But this would not be the whole truth, because the real Life Insurance Company has collected reserves as well as premiums from its policy holder by means of which real provision is made for the liabilities incurred and the fulfilment of promises made, so that in many cases they can, and do, with perfect safety to those who remain, repay to a retiring policy holder a portion of the premium he has paid in.

If a person, competent to judge of the facts in connection with this Society, become a member of it, the only question to be considered is whether he should be allowed to withdraw from it at all until he has paid, not only the assessments due, but such a sum as will make up for the consequent impairment of the means of indemnity to those who remain.

In order more certainly to see whether or not this Association is worthy of the endorsement of those whose names appear in connection with it, we will refer to its report, issued after its second annual meeting in February, 1881, where it is stated to have 478 members, being 282 in advance of the previous year; that is, in 1879 the number of members was 196. In 1880 there were 250 applicants, of whom 6 were rejected; during the same time time there were 48 new members (?), 8 retired and 2 died. How 48 be came members without having been applicants we don't see, but 196 + 250 - 6 = 440. 440 + 48 - (8 + 2) = 478members at end of 1880.

During this time two persons died: one J. P. Curran of Quebec, aged 29 years, had paid in 15.00, and the other, Mrs. Baulac of L'Avenir, aged 49 years, had paid in 36.00; these two persons received altogether 461.00. As we have not the figures each one received separately, we deal with the average of 230.50, or say in round numbers 250.00 as paid to each one.

Now, if they had been insured in some first-class real Life Insurance Company, without profits, for \$250, each, the person aged 29 would have paid \$4.16 per annum instead of \$7.50, and the one aged 59 would have paid \$8.97 per annum instead of \$18.00, so it is quite evident that security would cost abouthalf as much as insecurity did to these persons.

We have here another feature of this Association: the average amounts paid by these two persons was \$25.50, the average number of members was 337. If we multiply the average amount by the average number of members, we find \$3,593.50, out of which \$461 was paid in death claims. Or if we take the lowest amount as a guide we find \$15  $\times$  \$337 = \$5,055, out of which to pay \$461.00.

We find in the *Herald* of the 9th inst. the following report :

"The third annual meeting of the Metropolitan Mutual Benefit Society was held at 215 St. James street at three o'clock yesterday afternoon. Mr. Robert Evans occupied the Chair, and there was a good attendance of the members present, amongst whom were noticed Dr. Leprohon, Dr. Wanless, Messrs. F. B. Wel's, Calixte Naud, J. C. Dansereau Joseph Dufresne, A. A. Dickson, A. Gosselin and others. Mr. A. W. Bisson acted as Secretary.

The Secretary read\_the annual report of the Directors, and also the annual statements, which showed that the progress of the Society during the year had been considerable. The Society now numbered 574 members, of which 469 are paying members. and 245 new members had been received during the past year. The sum of \$4,000 was expended in organizing the Society, but this had been reduced to \$612.23. The receipts during the year had been \$9,767, and the expenditure \$8,659, leaving a balance of \$1,107. During the year the Society paid to the widows and orphans of six deceased members \$2,779, the same members having collectively paid during their membership \$234.

The reports were adopted unanimously.

The following gentlemen were elected Directors for the ensuing year:-Messrs. William Donahue, Robert Evans, John Wanless, M.D.; F. Vanasse, M.P.; F. B. Wells, J. C. Dansereau, A. B. de Montigny, C. H. Leprohon (Deputy Sheriff of Joliette), and C. J. C. Wurtele, Sorel."

This report enables us to make more plain the facts of this Society. Our readers will have noticed that at the end of 1880 there were 478 members, this report says there were 245 new members in 1881. This should make a total of 723 members at end of 1881. But of this number 6 have died, which should leave 717 members. Then there are 469 "paying" members, leaving 248 to account for. As

there are now 574 members, of whom 469 are "paying members," there must remain 105 non-paying members, and the remaining 143 persons must have ceased to be members.

The ratio of decay is shown by the reports, which show the persons who ceased to be paying members, viz., in 1880, 8, in 1881, 143 + 105 = 248.

But as this institution claims to be a "Mutual Benefit Society," let us see who is benefited by it.

In these reports we find that the expenses of organization were \$4,000, of which

\$1,284 were paid in 1879 1,014 " " ' 1880 1,090 " " " 1881 612 is not yet paid.	This amount is made up of:OrganizationRe-organization2,716
---	--

The receipts and expenditures for 1881 are shown to have been as follows:

Total receipts as stated in	Paid to widows and or-
report \$9,679	phans
\$9,679	\$9,679

If, as is natural to suppose, this \$4,703 represents the working expenses, then we find the paying members unbenefited \$8,572, and benefited \$2,779. at an expense of \$4,703 for working expenses and \$1,090 for organization expenses.

From this analysis of the reports of the Society it is not difficult to judge as to the advisability of becoming a member of it, or of its endorsement by the persons whose names appear in connection with it, as well as of the necessity for the supervision of such institutions by competent authorities.

We wish to impress upon our readers the fact that we think these gentlemen perfectly honest in their belief that the Society is really beneficial, and that, in consequence, we have allowed them to peruse this article before its publication, in order that we might present the facts in the case without prejudice.

They acknowledge that if a person once becoming a member were obliged to continue such until he fulfilled all the obligations of membership, his position would be a very onerous one. They do not seem to understand that these duties must be fulfilled by some one, and that they must, of necessity, be "very onerous" to those who are called upon to fulfill them. Unless they are so performed, those who do remain as members must necessarily fall short of the indemnity which they believed they were securing to their widows and orphans at their decease, the alternatives being oppressive assessments or failure to provide insurance.

If the persons connected with this Society were a lot of scoundrels, or if their recommendations and indorsements were bogus, they would do but little harm, but in this instance it is the character, standing and pretensions of these parties which lend weight to a delusive scheme, and will in volve them in the curses of those who are deceived by them, if it does not indeed entail upon them even graver consequences; therefore, we trust to have the pleasure of recording that they have turned from the error of their ways and are doing that which is lawful and right whilst their sins are young upon them.

20

#### LIFE INSURANCE AGENTS.

There are few positions more lucrative than that of an agent for a Life Insurance Company who, by faithful attention to his business, has built up a solid constituency; and there are few which offer to an energetic man more inducements or more certainty of an honored and comfortable old age. The requirements for the position are not more difficult of attainment than is usual to any business promising like results,-surely, then, these are worthy of like study; their foundation, however, must be integrity, industry and patience. Perfect integrity will cause the would be agent to examine most carefully the standing, the plans and the management of the company he is to represent, as, unless these are surely satisfactory, he will, by advocating insurance in such a company, become a curse instead of a blessing to the community in which he operates; he may not have the actuarial knowledge necessary for a thorough judgment in these matters, but treatises on the principles and practices of life insurance are so readily obtained, and these matters are so thoroughly discussed in the insurance press, that he can readily obtain the information he may require. So responsible is the duty of a life insurance agent in this respect, that he should be ready to guarantee the obligations of his com-Pany whenever their safety is challenged; we do not mean that he should represent a company needing any endorsement, but he should be perfectly sure of the foundation on which he is working before he commences his canvass, or allows his name to be used in connection with the company.

This done, he should go to work persistently : every birth, every marriage, every death, will surely furnish him with justification of his arguments, and a text either of warning or of encouragement; every argument he uses will produce its good results at some time or other ; every effort will relieve him of responsibility or reward him with success ; others may sometimes reap where he has sown, but he will sometimes reap where others have sown, and he will occasionally be agreeably surprised by fruit from trees which he had deemed irredeemably barren.

He will need patience in the midst of numerous rebuffs, sometimes possibly accompanied by insult; he may sometimes be deemed, and indeed be called, an unmitigated nuisance, when endeavoring to persuade people to insure their lives, and may afterwards be taunted with having caused them to waste money which they may think they could have used more profitably in business or in speculation; but he will be amply compensated by the blessings which will be poured on his head whenever he presents the cheque which stands between a heipless family and the Poverty thereby alone averted.

Every sensible person he secures on the books of his com-Pany will be a help to him and an example to others; every death-claim he pays will assist his work; the accumulation of business thus formed will bring him increasing profit with decreasing labor.

He should not, however, neglect one other necessary step in the beginning of his career, that is, after so satisfying himself as to the company as to be able conscientiously to recommend it to others, he should begin his labors by having his own life insured in it—then his example will add force to his precepts, and its results will shew that, whilst he has

preached to others he has not himself become a castaway; his ever-decreasing premiums, or the alternative accumulations of insurance, will be potent arguments in his favor, will attest his wisdom and sagacity, and will bring their own reward.

He who undertakes a life insurance agency without these preliminaries and qualifications is a fraud; if he represents one whose position or plans or management are unsound he is worse than a thief, because the evil done by a thief is immediate, and may be remedied, but that done by an unsound or badly managed Life Insurance Company is irremediable and far-reaching.

He who accepts the agency of a sound Life Insurance Company but does not bring into constant operation untiring energy and application is an impediment, and may have to reproach himself in after years with the poverty and distress in families around him, caused by his neglect of duties assumed, and his consequent hindrance of their performance by another person.

#### BENEVOLENCE AND INSURANCE.

#### The Benevolent Societies Discuss Insurance Matters.

In accordance with a resolution passed at a meeting of benevolent societies, held at London on the 1st instant, "that representatives of the various Benevolent and Provident Societies and Associations meet in Toronto for the purpose of considering the propriety of obtaining further legislation in the Dominion and Provincial Legislatures to place the business and operations of such Societies upon a more definite and satisfactory basis, having in view the doubts lately cast upon their positions under the existing laws," a meeting was held at the Rossin House.

Mr. J. B. Nixon, Deputy Grand Master of the A. O. U. W. was elected chairman, and Mr. E. E. Sheppard, St. Thomas, secretary. Among the various bodies represented were the Masonic. Oddfellows, Legion of Honour, Foresters, Knights of Maccabees, Sons of England, Catholic Mutual Benefit Association, Red Cross, Temperance, Commercial Mutual, and Loyal Orange.

There were about 75 delegates present from London, Kingston, St. Thomas, Oshawa, Toronto, Rochester, Buffalo, and other places.

Mr. CHAS. G. CREMER, Secretary Provident Association of America, stated the object of the meeting as above quoted. He had been told that any association organizing an insurance fund could be obliged to make a deposit with the Government. If a body of men chose to put money (he would not call it a premium) in a certain fund, the question was, could they be prevented or be compelled to make the deposit made by Insurance Companies? The Insurance Companies claimed that they should have a monopoly of the business, as they took out a license.

### SOUNDING THE WARNING NOTE.

Mr. BROWN, London-The Globe has sounded the warning note for them, and they should not be heedless to the warning. They should seek to place themselves in an open position before the public. They did not want to be placed at the mercy of any Government.

Mr. H. LUCAS, H.C.R. of the Ancient Order of Foresters, thought that they should appoint a committee to interview the Government on the matter, and it was probable that a Government Inspector would be appointed to investigate the affairs of the various benefit societies.

Mr. W. H. BARTRAM, of London, said that he understood that they were present to take some steps to prevent certain legislation. He did not think that the body he represented would be willing to stand the expense that a fight against the Insurance Societies would involve. With regard to the existing laws, the trouble was that representatives of benefit associations went about soliciting candidates for membership, and thereby encountered Insurance Agents.

The following telegram was read to the meeting by Mr. Charles Lanning, H. C. S., Ancient Order of Forester :----

Ottawa, Feb. 14, 1882.

To Charles Lanning :---Government do not intend to interfere with Canadian societies.

JOHN A. MACDONALD.

Mr Lanning also read the following letter addressed to him from Sir John A. Macdonald :--

OTTAWA, Feb. 13, 1882.

Dear Sir, -- I have to acknowledge the receipt of your letter of the roth instart asking if the Government intends to bring in a Bill controlling the affairs of friendly and benefit associations. This subject is under the consideration of the Minister of Finance, to whom I have sent your letter. You may depend upon it that, if the Government should conclude to bring down a measure, you will have an opportunity of being heard.

I am, dear sir, yours truly,

### JOHN A. MACDONALD.

Mr. WM. BURGESS, Toronto, said that many members of the Government were large stockholders in some of the insurance complains and it would be to their interest to protect and benefit them.

DR. Rowe, Georgetown, thought they were too premature in the matter. They should appoint an inspector to watch the action of the Government.

Mr. GREEN, of the Royal Templars of Buffalo, addressed the meeting. He said that the benefits connected with the associations was the work of God in helping widows and orphans, and there was no doubt that it would prosper. This was the first trial the societies had had to stand. In the United States the societies were under the inspection of the Superintendent of Insurance, and if they did not do right they were reported to the proper authorities. They should not "go a cent" on any Insurance Company that did not have regular lodge meetings, and which had not their responsible officers placed under bonds, as was done by the benefit associations. He concluded by placing before them the constitution under which benefit societies in the United States were carried on.

### A GLANCE AT THE EVILS OF

## STATE INSURANCE SUPERVISION.

#### BY STEPHEN ENGLISH.

Condensed from an Address delivered before the Insurance Journalists' Association of the United States, January 26th, 1882.

Governmental Supervision of Insurance Companies is desirable for several reasons, the principal of which are the protection of the public against unsound and fraudulent corporations; the enforcement of publicity as to the transactions and condition of all companies engaged in insurance, and the stoppage of all whose corporate vitality is being exhausted, and whose active continuance is dangerous to the people. There exists, however, no sufficient reason why these duties should be assigned to a separate department, or that they should be made as onerous and expensive as possible, instead of being conducted on a strictly economical principle. If we had a good system of law on insurance, and its provisions were faithfully and fully enforced, we should have no need of separate insurance departments. The existing ones were created to remedy an evil which had grown to be almost intolerable; the whole land had become infested with wild-cat insurance companies of the worst description; the sound and honorable companies found themselves in the most dishonest

and disgraceful company; next door to a first-class life, fire or marine office, or in the same building, and with quite as attractive a show, was often located as baseless a swindle as ever cast discredit on insurance: It made statements, issued circulars, and sent them broadcast throughout the land, containing figures of the most imposing magnitude. How was the seeker of insurance to discriminate between the captivating fraud and the substantial reality? The report of one company appeared as good and truthful as that of the other, and if there was an advantage on either side, the false and seductive concern presented the most plausible and inviting appearance.

When the first State Insurance Department was established in Massachusetts in 1854, there was little or no check whatever on the creation, spread and operation of wild-cat insurance schemes. The well-meaning, regular and hon-orable underwriters of this country first agitated the question, and petitioned the Legislature for government interference to protect the guileless people and the upright companies against the abomination to which I refer. Were they wrong or were they right? At the time they acted conscientiously, and with every semblance of wisdom. It was, I presume, impossible for them to foresee the consequences. They did not look so far into the future as to discern what an incubus a score of State Insurance Departments would be to the underwriting interests of the country. They did not imagine for one moment that they would become mere instruments of taxation, of extortion, and even of blackmail.

The New York Board of Underwriters, who originated the Insurance Department at Albany and took so much pains to set the machine going, never dreamed that the position of Insurance Superintendent would become a political prize, awarded by the successful party to one of its active and subservient members. It has, however, been nothing else than a part of the spoils dispensed by the political victors, and the example set by New York has been followed by every other State which has an insurance The men appointed have therefore been department. merely partisans, ignorant of insurance, and no more fitted for their special duties than a backwoodsman is to command an ocean steamer. Even were the present State Supervision of Insurance correct in theory and principle, the facts to which I refer would render the whole system abortive, useless and pernicious. We are employing as adepts at the heads of the Insurance Departments men who do not understand and cannot perform the tasks assigned them, and who are, consequently, sinecurists whose incapacity, dishonesty or greed suffices, almost in every instance, to make their office as useless as it is burdensome.

State insurance supervision has been equally inefficient in preventing insurance companies from declining so deeply into the vale of weakness and insolvency as to be unable to repay their policy-holders the amount due them. On the contrary, our Insurance Superintendents and Commissioners have gone on from year to year indorsing the solvency of many a bankrupt company, and have thus helped to delude the policyholders and the public, and to load them up with heavier loss. As a guide and a protection they have, to all the interests concerned, proved a failure.

To what shall we ascribe this utter inefficiency? To incompetence, to indifference, sloth, stupidity, conceit, or corruption? We have had but one or two State Insurance Supervisors really competent to fill their stations by virtue of training, capacity and uprightness. In some instances Insurance Commissioners have been so inflated with conceit as to imagine, because they were appointed to the office, that they knew more about insurance and its requirements than all the underwriters in America combined. On this ground they instituted such regulations, and secured the passage of such laws, as rendered the business of insurance in their territory exceedingly dangerous, and almost impracticable. Our State Insurance Supervisors imagine themselves masters of the position; they are neither underwriters nor actuaries, but they interfere with and dictate to both, and administer their functions and regulate the companies to suit their own purposes and their exalted ideas of their own wisdom and importance; their rule is despotic and obstructive, and they have only been prevented from exercising intolerable tyranny and carrying their interference to a ruinous extremity by the constant vigilance and determined stand made against their unjust and permiser.

pernicious innovations by the Insurance Press of America. For the evils complained of in State Government and regulation of insurance what are the remedies? Should the view be accepted that State Insurance Departments are a useless burden, what shall we have in their stead? What do we really rquire to keep insurance in a pure, sound and healthy condition? I believe that for this purpose we require, most of all clear, full and truthful publicity. If the exact condition of the various insurance companies were made known to the world, the people would protect themselves. Nothing should be kept back from the people. All the facts that they need to form an exact and truthful conception of the company in which they are interested should be Published, and made accessible to all.

Corporate management should be truly republican and democratic. The President himself should be the chief servant of the stockholders in a stock company, and of the Policyholders in a mutual company. Even in a stock company the policyholders should be enabled to protect their own interests, and therefore should be put in possession of all the information they require to this end. The other officers and the directors are the servants of the stockholders and policyholders, and they should not be allowed to ignore the fact either in principle or practice. But these beneficial and salutary results would flow from the publicity I advocate. It would of course be necessary to enforce it rigidly by law, and to attach a severe penalty to every violation of the law, and every important omission or actual falsity in the statements rendered. I will conclude by declaring my conviction that the best substitute for State Insurance Supervision, and the most reliable protection and security for the people, are to be obtained By PUBLICITY THROUGH THE INSURANCE PRESS.

#### MARINE ITEMS.

Extracts from Report for 1881 of the Australian and New Zealand Underwriters' Association. — The habit of reviewing, at its completion, the events of the year, is a very salutary one. It stimulates to renewed activity and vigour, efforts which may sometimes languish, however excellent may be the ends to which they are directed. Such, it is hoped, will be the effect of considering the following epitome of the Association's labours during the past twelve months.

General Average Bond.—It is very satisfactory to report that the form of bond adopted by the Association appears to be gradually growing in favour. Amongst other cases it has been recently used in that of the "Andes," and having thus been practically approved of by so eminent a firm as the Messrs. Green, there can be little doubt that its future use will be continually extended. The appointment of trustees prejudice at first existed) is consequently becoming more usual, and will eventually be the established custom. It is nies to promote similar arrangements there, may be equally permanency of such a custom here.

Stowage of Explosives.—The fixing of proper magazines in all vessels loaded in London, continues, and late reports also such an arrangement has been begun. There can be personal influence of the President of the Board of Trade,

who took a great interest in the matter, and promised the Association that all which he could do to promote it should be done.

Unprotected Lead Pipe in Vessels .- Several instances of damage to cargo, and of danger to ships through the eating away by rats of lead pipes in the vessels, having been brought under the notice of the Association, representations of the circumstances were made to Lloyd's Registration Department. A new rule has in consequence been framed by that body, requiring that in all vessels constructed after its publication (the 2nd December, 1881), every such pipe should be enclosed by an iron or zinc casing, in order that the ravages of vermin might be prevented, and although vessels already built cannot be compelled to comply with such a requirement, yet, whenever a re-classification is wanted there will be exerted a pressure in this matter which will no doubt secure a compliance with it, and prevent any recurrence of the casualties that have happened in the cases of the Oaklands at Adelaide, and the Gauntlet at Brisbane.

Frozen Meats.-The extension of a trade between the colonies and the mother country in frozen meat must be a matter of vital importance to both, and any arrangements that can be made for facilitating such a trade will naturally be of interest to the underwriting community, with whom probably its development will considerably rest. Already a great interest in the question has been taken, and although the risk of opening such a trade is felt to belong properly to the merchants proposing to carry it on, yet there is a disposition on the part of underwriters to promote it, by sharing some portion of the risks encountered, as soon as sufficient data as been acquired for a reasonable distribution of the risk. The members of the Association have taken such steps as they could for the acquisition of the necessary data, and they hope to be instrumental in the promotion of a trade so likely to consolidate the interests and increase the friendly feeling of the mother country and her colonies.

**Colonial Associations.**—The friendly co-operation of the kindred associations in the colonies in all matters of mutual interest deserves a cordial recognition, and the ready goodwill evinced on their part to join in the prosecution of whatever can be useful or beneficial to underwriting interests is entitled to the expression of this Association's thanks.

#### STEAMBOAT INSPECTION.

Under great difficulties the search for the lost steamer, the Jane Miller, has been prosecuted by private parties until the whereabouts of the vessel has been determined. Those engaged in making the search have been carrying it on as a labor of love, their primary object being to recover the bodies of friends or relatives. The great depth of the water where she lies shows conclusively that she foundered and sank as the result of defective construction, for there was very little sea running at the place and time of her disappearance. Now that private enterprise has made known where the hull lies, it is time for the Marine and Fisheries Department to institute a searching investigation into the circumstances attending her loss. It cannot be tolerated that a vessel should disappear as the Jane Miller did, carrying down with her a considerable number of passengers and her crew, without some attempt being made to learn the immediate cause of the disaster. The allegations freely circulated about the unseaworthiness of the boat make it all the more necessary to set the public feeling respecting her condition at rest.

MARINE DISASTERS.

Years	Wrecks.	Lives Lost.	Wrecks on British Coasts.	British Wrecks.				
1877 1878 1879 1880 1881	1864 1544 1688 1680 2039	3000 3500 5000 4000 4134	600 768 425 480 826	700 768 833 913 1048				

During the last week of each of these years the Disasters were :

Years.	Wrecks.	Lives Lost.	Coal, tons.	Grain, tons.
1877	43	116	4659	600
1878	24	66	2390	750
1879	29	193	2915	3087
1880	40	50	2209	800
1881	64	134	6215	3568

During the last week of 1881, six steamers were lost. The value of property lost is estimated at  $\pounds 8,000,000$ , of which £5,000,000 belonged to Britain. 22 vessels were lost on the British coast, including 1 by collision ; 6 were lost off the coast of France ; 6 were abandoned at sea. One English vessel was 79 years old and another 91. The lives lost and missing during the week were 134; timber. 2239 tons; general cargo, including iron ore, potatoes and fish, 7620 tons.

During the year 1881, the estimated value of the property lost was \$1,400,000, of which \$900,000,000 was owned by the United Kingdom and the Colonies, and 1,000,000 tons of cargo are estimated as being the amount swallowed by the sea. There was \$500,000,000 more of loss than in 1880, many vessels of large tonnage and of great value were lost. 100 ships became wrecks through collisions; so that 1881 will long be remembered as one of exceptional disaster by reason of its gales and storms.

There were 171 British steamers, 857 british sailing vessels, and 56 Foreign Steamers included in the wrecks.

The heaviest losses appear to be owing to the failing of steering gear, or want of stability in bulkheads, want of proper control of the loading of vessels, sailing in face of heavy gales or in dangerous weather, diminished crews.

The wrecks were so frequent and so disastrous as to develop a feverishness of anxiety and expectation which degenerated into gambling in Marine Insurance. There were two classes of risks in which this business was done,-There the first, vessels which were really overdue, and of the loss of which there was reasonable probability; the second, vessels which were making long voyages, but could not be considered out of time. The speculation was mostly in the latter class. Rumours were set on foot that a vessel, about which there had been, and needed not be any concern, was overdue; the report spread rapidly far and wide; anxiety was created, and those interested hastened to re-insure at a heavy premium. In the majority of cases these vessels arrived in safety within a few days of their nominal time.

That fewer vessels were detained during the past year upon the suspicion of unseaworthiness or overloading, is the best proof that the legislation initiated by Mr. Plimsoll is bearing fruit. Since the passing of the Act colloquially called by his name, no less than 430 vessels have been stopped, with the following results:

Found unsafe : 45 Iron Steamers,

- " 2 Wooden Steamers. "
- " 5 Iron Ships. "
  - " 362 Wooden Ships.

16 Vessels. Found safe :

In addition to this 170 cases of over or improper loading have been remedied. This does not include stoppage for want of lights, fog signals, or not being properly marked.

It is time there was a revision of the law relative to wrecking and salvage on both sides of the line. There is no doubt that it would be to mutual advantage if the regulations, at least as regards shipping on the Upper Lakes, corresponded. If our neighbours find it pay to maintain a Salvage Corps for the benefit of their shipping and our own, why should we complain, especially when we have no efficient means of meeting the requirements of vessels in distress? If a vessel is sinking in Canadian waters, United States vessels may not come to her assistance under the penalty of confiscation; if a vessel is sinking in American waters, a Canadian vessel may not go to its assistance under

similar penalty. The other day a vessel grounded in the Detroit River. She was on the Canadian side, and none of the United States tugs dare go near her for fear of confiscation. The result was that it cost the owners \$1,500 to get her off; had the United States tugs gone to her assistance at first about \$200 would have covered all expenses.

Captain Trott, Commander Anglo American Telegraph Co.'s S.S. Minia, writes concerning the cause of so many losses west of Cape Sable and on the south coast of Newfoundland. It is well known to navigators that the gales which so frequently sweep this coast and the North Atlantic eastward are all of a cyclonic character. They generally commence with wind S.E., veering to S. S. W., and ending with W. and N. W. gales. This is so well known that the time of the western shift can be calculated almost to an hour, more especially in this western portion of the Atlantic. Off the coast of Nova Scotia the day previous to such a gale is often marked by a clear sky and very high barometer; the gloomy leaden sky soon begins to show in the S.W., the wind falls light, gradually backs to the Southward and S.E.; at this juncture the barometer begins to fall, a N.E. current commences, and generally increases in strength till the fury of the storm is spent, or long after the wind has veered to the Westward. This fact is so well known at St. Pierre (if not understood) that whenever the current runs strong through the roads north-eastward it is considered a sure indication of bad weather, and from my own experience this is a better guide than meteorological instruments. This extra current, or storm wave, is common to the whole of this The effect, however, is not so much felt or noticed by coast. the navigator where the coast lies parallel to its course Ships are found to be a little ahead or astern of what had been calculated, with a little pleasure or disappointment, as the case may be. No more notice is taken; it is passed and forgotten, without any reason being assigned for the discrepancy; but not so in the vicinity of Cape Sable. Here, this current, impinging on the outlying banks, is deflected to the northward ; the water also shoaling, its velocity is in; creased to an alarming extent, sweeping into the Bay of Fundy directly across the track of ships from western ports. It is here the mischief is done, valuable property sacrificed, and often precious lives lost. I have frequently seen, from eight to twenty miles S.W. of Seal Island, the northerly current so strong that our fastest twelve-oared cutter could scarcely make headway when picking up our buoys. This is almost invariably the case before an impending storm; The same happens on the South coast of Newfoundland, and accounts for some of the sad losses that have occurred in Placentia and St. Mary's Bays; also on the islands of St. Pierre and Miquelon. The effect of barometric pressure and differences of temperature on the elements of air or water are now well known to scientific men. Captain Lunenburg of the Minnie Butler having narrowly escaped losing his ship near the scene of the wreck of the Moravian, after taking every precaution, using his lead, keeping a good look out, and getting a latitude by ex meridian, found the indraft so strong that it would have deceived the best navigator. It was in this locality, where the Moravian met with her recent mishap, that the *Columbia* was lost, one of the first steamers of the Cunard line. In the same vicinity, the Hungarian, of the Allan line, was wrecked, about twenty The years ago, ship, cargo, crew, and passengers-all lost. St. George, another steamship of the Allan line, was lost near the same spot about ten years ago.

The Admiralty charts give absolutely no information about possible currents or storm waves, and very little about the tidal ebb and flow, except in the harbors or very near the The books of direction say very little on tides in the shore. offing; they are notoriously in error, often tending to mis lead rather than guide the careful navigator. The nature of my occupation compels me to study this matter and investigate for muself and I after for gate for myself, and I often feel surprised and wonder the serious mistakes do not occur more frequently.

#### THE ACCIDENT INSURANCE COMPANY.

The Accident Insurance Company of North America held its annual meeting on the 3rd inst., when the report was submitted, showing an increase in the business of the Company.

The number of policies issued and renewed during the year was 5,651, and the total revenue of the Company, \$54,660.84. The losses were \$12,240.00, and been paid. There were no outstanding claims. The losses were \$12,246.08, all of which had The balance of receipts and expenditure was \$179,968.05, and the resources for policy holders, \$287,668.05. A dividend of 6 per cent. for the year had been paid on the cash capital.

The election of directors took place with the following result : Sir A. T. Galt, Thomas Cramp, Edward Mackay, D. L. MacDougall, John Rankin, Hon. James Ferrier, Edward Rawlings, Montreal; William Moore, Quebec; William Alexander, Toronto.

### THE GUARANTEE COMPANY.

The annual meeting of the Guarantee Company of North America was held on the 3rd inst. at the Company's office, 260 St. James street, when the directors' statement was presented. The statement of new business during the year showed that of 5,737 risks offered, 5,075 were accepted and bonds issued, the new annual premiums being \$36,784.80. The total revenue of the year was \$80,173.78. The surplus as regards shareholders was \$19,368.45, and the total resources for the security of policy-holders was \$722,060.82. A dividend of six per cent. on the paid-up capital had been Paid for the year and over \$5,000 added to the reserve.

The election of the Board for the ensuing year then took place, resulting as follows: Sir A. T. Galt, the Hon. James Ferrier, John Rankin, D. Lorn MacDougall, W. J. Buchanan, Edward Rawlings, John Paton, of New York, John L. Blaikie, of Toronto, and James G. Ross, of Quebec.

#### QUEBEC FIRE ASSURANCE COMPANY.

The annual meeting of the Quebec Fire Assurance Company took place on Monday, 6th inst., and was largely attended by the influential and leading shareholders of the Company. The report showed that although the Company suffered severely by the fire in June last, all its losses thereby were promptly settled, and that it still retained the fullest confidence of the insuring public. The directors and shareholders determined to continue the business of the Company with energy and prudence, and look forward to an increased income from the various branch agencies of the Outboard The the Company, as well as from the city of Quebec. The following gentlemen were elected directors for the ensuing Welve months:--Messrs. J. G. Clapham, V. Tetu, E. Jones, W. Withall, W. Walker, H. S. Scott and N. Turcott.

# THE ROYAL CANADIAN INSURANCE COMPANY.

The Ninth Annual Meeting of the shareholders of this Company was held yesterday afternoon at the offices in this is the President, occuthis city, when Mr. Andrew Robertson, the President, occupied the chair, and there was a good attendance of the Sharehold the Company. Shareholders. Mr. Gagnon, Secretary of the Company, acted as Secretary of the meeting.

The minutes of the last meeting having been read as folconfirmed, the Report of the Directors was read, as follows :-

The Directors have the pleasure to present the ninth annual report of the Company for the year ending on the 31st day of December, 1881, together with a summary of the transactions for the year, a statement of the assets and iabilities abilities, and the Auditor's report thereon.

Interest Account..... 20,257 62

\$394,438 37

ĺ	EXPENDITURE.		
	Losses, Fire and Marine, including an appropriation for all claims to 31st De-		
l	cember	\$236,602 02	
l	Re-assurances and Return Premiums	83,919 34	
l	Expense of conducting the business, includ-	03,919 34	
ļ	ing Commissions, &c	69,916 92	
l	Balance carried to Reserve	4,000 09	
ļ	Balance carried to Reserve	4,000 09	394,438 37
	ASSETS.		394143° 31
Ì	Cash on hand and in Bank to Current Ac-		
ł	Cash on hand and in Bank to Current Ac-	\$15,817 65	
l	count	\$15,017 US	
I	Cash deposit in Banks at Interest	134,625 20 61,600 00	
I	Montreal Harbour Bonds	18,250 00	
ł	"Warehousing Bonds		
l	United States Bonds	17,500 00 101,226 67	
ļ	Canada Central Railroad Bonds	101,220 07	
	Mortgages and Real Estate	37,644 00	
	Bills Receivable-Marine Premiums	42,554 90	
1	Due from other Cos'. for Re-Insurance	42,473 81	
	Premiums in course of Collection	10,563 13	
	Agent's Balances and Sundry Debtors	27,027 65	\$509,283 01
	• • • • • • • • • • • • • • • • • • •		\$509,203 01
	LIABILITIES.		
1	Capital Stock paid-up	\$300,000 00	
	Losses under Adjustment	47,114 71	
	Losses outstanding United States (old busi-		
	ness)	5,000 00	
	Balance	157,168 30	
			\$509,283 01
	RESERVE.		
	Deleges from last year (1880)	\$142.800 22	
	Balance from last year (1880) Increased value of assets over last year	8 472 OI	
	Assessment Calls collected	886 87	
	Balance of Revenue	4,000 09	
	Balance of Revenue	4,000 09	\$157,168 30
	From which deduct—		φ-j/, j.
	Dividend No. 6, Reserved, payable 15th		
	February, 1882	\$15,000 00	
	Re-Insurance Reserve as required by the		
	Government standard	135,713 21	
	Government standard	* 33,7 * 3 21	\$150,713 21
	Leaving a net surplus over Capital and	1	
	Leaving a net surplus over Capital and	•	A

Leaving a net surplus over Capital and Reserve and all Liabilities.....

The past year has been characterized by serious Fire and Marine disasters, which have not been confined to this country, but have been felt severely throughout the world.

Had it not been for the severe loss caused by the conflagration at Quebec in June last, which entailed a loss of \$43,691 to your Company, the balance sheet would have been fairly profitable. This loss, with the general fire insurance record of the year and the violent gales that swept the Atlantic during the last four mouths of the year, have touched us less severely than many of our competitors, and while we should have been pleased to have laid a more profitable statement than is now done, we cannot but congratulate the shareholders that it is even so favorable as that now presented.

The retiring Directors are Messrs. Robertson, Thibaudeau, McIntyre, MacKay and O'Brien, who are all eligible for re-election.

The whole respectfully submitted,

ANDREW ROBERTSON,

President.

\$6,455 09

### Montreal, 24th January, 1882.

The report of the Auditor, Mr. John Macdonald, stated that he had examined the books, accounts and vouchers of the Company, and found them correct.

The PRESIDENT appointed Mr. Dumesnil and Mr. Coghlan as scrutineers; and then in moving the adoption of the report, said that 'ast year some discussion took place as to the position of the stock of the Company, and it was agreed tl at the Directors should inquire whether any system could be adopted by which the stock could be revived, or whether it should be reduced. He was opposed to any reduction of the capital stock of the Company of \$300,000, but they had to cancel some 1,300 shares because they could not obtain any further calls. Some 300 shares owed for calls \$18 a share, and about 1,342 \$38, in order to bring them up to the value of the stock. He had always taken the ground that they should obtain this money if it was possible to do so, but they had found that it was impossible to collect it. Then he proposed that this stock should be divided amongst the remaining stockholders, but they had learned on application to Mr. Bethune, their Counsel, that the only thing that they could do was to sell it.

Mr. GAGNON read a letter from Mr. Bethune, to this effect.

Mr. J. B. DUFFUS, of Halifax, seconded the resolution for the adoption of the report.

The Hon. A. W. OGILVIE said that he had looked over the report before coming to the meeting, and although it was not as satisfactory as they would like to have had as shareholders, still it was pretty satisfactory, and they ought to be very well satisfied indeed. He supposed that the last year had been the hardest year in marine insurance that they had had for a long time, and in addition there had been one or two very destructive fires, and fires going on all the time; so that if in this year they could keep their expenses down to the lowest possible limit, and be a little more fortunate they might hope to be rich enough to pay a little more liberal dividend. Still he thought that they had every reason to be well pleased with the report.

Dr. RAYMOND asked if the marine insurance had been a source of loss or profit.

The PRESIDENT—We have made money on marine this year and lost on fire.

Mr. G. H. DUMESNIL observed that they had increased the value of their assets and also of the amount of the reserve.

The PRESIDENT explained that they had a surplus after all their liabilities and reserve of \$6,453.09 with their capital intact.

Mr. ALEX. ST. DENIS moved, seconded by Hon. A. W. OGILVIE, "That the thanks of the shareholders are due and are hereby tendered to the President and directors for their services and attention to the business of the Company during the past year."

Mr. OGILVIE said that he knew that the duties of the President and Directors of an insurance company in a year like the last must have been very arduous. He did not know any boards of directors that had more to worry and trouble them than the directors of an insurance company. They could not have a better set of men, as far as intelligence, hard work and honesty were concerned, and he most heartily seconded the resolution.

The motion was carried.

The Hon. J. R. THIBAUDEAU, Vice-President, replied for the vote. Since the beginning of the Company they had to struggle almost all the time. Then it was a new business for most of them, but was now becoming familiar, and if they were backed in the future as they had been in the past by the good-will of their shareholders they had strong hopes of recuperating.

The PRESIDENT also replied, and mentioned that although they had lost a large amount of money there had never been an hour when the money had not been forthcoming for the claimants. They had a quarter of a million in securities that were negotiable in five minutes, and he knew of no Canadian company that, in proportion to its liabilities, had such strong resources as the Royal Canadian Insurance Company.

The ballot was then taken for the election of directors, which resulted in the unanimous return of the old board.

At a meeting of the Directors subsequent, Mr. Andrew Robertson was re-elected President and Hon. J. R. Thibaudeau Vice-President.

#### THE NORTH AMERICAN MUTUAL LIFE INSUR-ANCE CO.

The annual meeting of the North American Mutual Life Insurance Company was held at the head office, Temple Chambers, Toronto, on Tuesday, 31st January, 1882. Among others, the following gentlemen were present:— Hon. Alex. Mackenzie, M.P., Hon. Alex. Morris, M.P.P., J. K. Kerr, Q.C., Messrs. W. Gordon, J. N. Lake, A. H. Campbell, R. Barbers, Streetsville, W. Alexander, B. Morton, D. McCrae, Guelph, E A. Meredith, LL.D., Dr. Carlyle, J. L. Blaikie, Jas Thorburn, M D., Wm. McCabe, F.I.A., Edward Galley, R. B. Hungerford, C. Weston, Dr. Bessey, L. Goldman, W. Hamilton, J. F. Mathieson, J. B. Carlile, H. J. Farmer.

On motion the President, Hon. A. Mackenzie, M.P., took the chair, and Mr. Wm. McCabe acted as Secretary.

The minutes of last general meeting were read and approved.

In presenting their first annual report, the Directors of the North American Mutual Life Insurance Company have much pleasure in being able to congratulate the policyholders and guarantors upon the excellent position the Company has already attained, as shown by the accompanying statements of business done to December 31st, 1881.

These statements have been drawn up in the form prescribed by the British Board of Trade; they show that the assets of the Company, without including the unpaid portion of the Guarantee Fund, represent over \$3 for each \$1 of liability to policy holders.

This fact, taken in connection with the rapidly increasing monthly revenue of the Company, is sufficient guarantee of its ability to meet promptly all its engagements and to provide the most substant al security for all its liabilities.

The last report of the New York Insurance Department shows that 85 per cent. is the ratio of expenditure to income of all the companies doing business in that State, thus leaving only 15 per cent. to be carried to reserve; while the report for the last year of the Superintendent of the Dominion Insurance Department shows that the ratio of expenditure to total premium income of all Canadian companies for that year was somewhat more than 69 per cent., leaving something less than 31 per cent. for reserve.

In view of these facts, it is gratifying to see that the portion of our premiums remaining for reserve is 43 per cent.

Your Directors felt that Life Insurance, as heretofore carried on in Canada, largely failed to meet the reasonable requirements of the public. The poor and the rich alike have had reason to complain of the defects and shortcomings of the old system. The workingman, through inability to pay even the smallest premium for which an insurance could be effected, found himself practically shut out from the benefits of Life Insurance; while the rich man, or the well-to-do professional or business man, found the ordinary lines of Life Insurance so rigid and inelastic, as to be often utterly unsuited to his special needs and objects.

These two grave defects in the old methods have been remedied by the Company's Industrial system, which meets the wants of the poorer classes, and by its Tontine Investment plan, which, in an equally satisfactory manner, fulfils all the reasonable requirements of the wealthier classes.

Many of our most wealthy and successful business and professional men have not been slow to discover that the Company's Tontine system of investment enables them satisfactorily to accomplish many objects which they were altogether unable to effect under the old method of Life Insurance. Our Company therefore fairly claim to have largely extended the benefits of Life Insurance among all classes of the community by means of its Tontine and Industrial systems.

The Company issued its first policy on the 10th of

January, and up to the 31st of December last received applications for \$1,695,952. The care which has been exercised in the admission of only healthy lives, is shown by the fact that of the foregoing applications for \$97,344 were declined, not being deemed desirable risks.

The Company has established itself in the sister Provinces of Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Manitoba, with every prospect of success. In particular from the Maritime Provinces the returns during the short period since opening there have been of the most gratifying character.

In accordance with the provisions of the Act of Incorporation, the accompanying By-laws are submitted to the meeting for approval.

We have to regret the sudden removal by death during the year of James Holden, Esq., of Whitby, one of the Directors. Mr. Holden was a zealous and influential member of the Board, widely known and universally respected, and his death is a great loss to the Company. The vacancy thus created was filled by the appointment of Dr. James Thorburn.

The Directors are confident that as the methods and specially liberal policy of the Company become known its business will continue to increase rapidly, and they respectfully urge and request the exertions of the insured and guarantors in the endeavour to enlarge the sphere of the Company's usefulness.

This with the co-operation of our excellent staff of general and local agents, whose activity and energy in many instances are well worthy of record, must soon render the Company in every respect one of the most important financial institutions of its kind in the Dominion.

The Directors all retire, but are eligible for re-election. In resigning the trust confided to them, they desire to record their entire confidence in the present and future prospects of the Company, and believe that with the same attention to its affairs as has hitherto been given, the progress of the Company cannot fail to be highly satisfactory.

D.

A. MACKENZIE, President. WM. MCCABE, Managing, Director.

FIRST SCHEDULE.

Revenue Account for the year ending Dec. 31, 1881. 1881

<ul> <li>Cec. 31. To Guarantee Fund</li></ul>	\$57,400 56,948 42 2,107	05 90 00
<b>N</b>	\$116,497	95
<ul> <li>Dec. 31. By expenses</li></ul>		68 90 34 00 64
SECOND SCHEDULE.		
Liabilities. 	\$57,400 26,430 \$83,830 5,500 \$89,330	64 64 00
Dec. 31 D Assets.		

2	31. R.	C. 1 .		
•		Cash deposited with Dominion Government. Cash on deposit at interest First Mortgage on Real Estate	\$50,000	00
	66	First Mart	7,500	00
		First Mortgage on Real Estate	4,000	00

"	" Preliminary expenses	2,500 00
"	" Furniture	2,500 00 576 96
"	" Premiums on existing Policies in Agents'	57- 57
	hands and in due course of transmission	10,898 27
	" Premiums on existing Policies due subse-	
	quent to December 37st, 1881	10,019 25
	(Reserve on this and preceding item included in liabilities.)	
"	" Interest accrued not yet due	2,083 70
66	" Cash in Head and Branch Offices	504 53
"	" Cash in banks	1,256 93
	-	\$89,330 64
	_	

We certify that we have examined the books, documents and securities representing the above Revenue Account and the property contained in this balance sheet, and hereby certify to the correctness of the same.

We hereby certify that we have made quarterly a careful examination of the Company's books and affairs, that we found then correct, and that we verified the balance of cash.

#### E. A. MEREDITH, LL.D., \ Auditing Committee WM. GORDON, of the Board.

Hon. ALEX. MACKENZIE, the President, in moving the adoption of the report, said that the Directors had early in the year decided to adopt the Industrial system, and a great deal of attention has been bestowed upon it. It had been somewhat more expensive in its results to the Company than the general business, and owing to the migratory character of the industrial population of Canada, as compared with the same people in England, the system could not be quite so successful at first as in that country; still, success had attended the introduction of the system, and with marked benefit to those classes for whom it was specially intended. The business secured had been fairly remunerative to the Company, and would be more so as time progressed ; and he had no doubt that as the working classes came to understand the advantages to be derived from it in comparison with those from ordinary benefit societies, it would be more used than it had been up to the present time. The general business of the Company had been more successful than the Directors had anticipated at the commencement of the year. This was the case not merely in the amount, but in the character of the business done. In each of the Provinces a class of risks had been obtained far above the average, including many leading business and professional men. This was owing, no doubt, to a great extent to the confidence inspired by the excellent list of names presented as Directors and guarantors of the Company, so that every one had confidence that whatever the Board of Directors undertook to do would be faithfully carried out. Comparing the business of the Company with that of the other Companies reporting to the Insurance Department for the year 1880, the last half-year for which we have an official report, we find that the premiums on new business for the year were exceeded by only one of such Companies. The premium revenue for the year was \$56,948, while the average amount of each policy in the general branch was larger than that of any other Canadian Company. This latter indicates superior character of the business done. The cost of the first year's business in any Company is, of course, greater than that of the subsequent years, when the renewals come in to reduce the general average of expense. The cost of obtaining new business for the year was less than 50 per cent. of the premiums; while that of none of the other Companies here reached a lower average figure than 70 per cent. for the previous three years. The Tontine plan of the Company has been somewhat vigorously attacked by the agents of some other Companies, but that was perhaps to be expected, as the success achieved has created a little jealousy. The

27

system is stated in the endorsement on the policy, and he did not consider it necessary to enter into any defence of the plan further than to say that it had been found eminently suited to the views and circumstances of many business men who would not insure at all on the ordinary plan. Upon the whole the prospect was a most reassuring one, and nothing that could be said would add to the general facts presented in the report. He closed by moving the adoption of the report.

Hon. ALEX. MORRIS, M.P.P., Vice-President, in seconding the motion, congratulated the active management and Directors upon the success that had attended the operations of the Company. He was particularly glad to notice the adoption of the industrial system, and felt assured that it must result in great good to the classes for whom it was provided. It was most impolitic for the people of Canada to spend their money in patronizing Companies organized outside of Canada when it was possible for Canadians to conduct successfully institutions of this character. From the facts before them they would observe that Canadians were more and more disposed to insure in home Companies conducted by prominent men in whom they have confidence. The Company had achieved a great success to stand where it did at the end of the first year, and he trusted that it would be regarded not as an antagonist but a competitor with the other companies for the business of the people of Canada.

The motion to adopt the report was carried unanimously.

The By-laws, as submitted by the Board, were adopted. On motion of Mr. ROBERT BARBER, of Streetsville, seconded by Mr. W. GORDON, the thanks of the meeting were tendered to the President, Vice-President and Directors of the Company for their services during the year.

Mr. MACKENZIE briefly acknowledged the vote for himself and others.

Hon. Mr. MORRIS moved a vote of thanks to Mr. Wm. McCABE, Managing Director of the Company, for his valuable services during the year. In doing so he took occasion to refer in highly complimentary terms to Mr. McCabe's perseverance and zeal in the discharge of his duties.

Dr. THORBURN, in seconding the motion, also spoke strongly of Mr. McCabe's untiring industry, as did several other Directors.

The motion was carried unanimously, and Mr. McCabe briefly returned thanks for the mark of confidence in him, and referred to the pleasure he had in working with the Directors and officers of the Company.

Mr. MORTON moved a resolution of thanks to Mr. Goldman, Secretary, and to the inspectors and agents for the efficient discharge of their duties. He referred especially to the work done in the Maritime Provinces, which was to be ascribed in a large measure to the efforts of Dr. Bessey, and mentioned also Mr. Mathieson of the Collingwood agency and others.

Mr. GOLDMAN briefly responded.

Dr. BESSEY in acknowledging the vote, spoke in warm terms of the high class of professional and commercial gentlemen composing the Provincial Boards, of the efficiency of the medical examiners and agents in the Maritime Provinces. He felt assured that the business from those Provinces in the near future would confirm the favorable opinion he had expressed. On motion of Dr. THORBURN, seconded by Mr. J. B.

CARLILE, the thanks of the meeting were expressed for the service rendered by the members of the Provincial and Local Boards throughout the country.

On motion of Mr. ALEXANDER, seconded by Mr J. K. KERR, it was resolved that the valuable services of the President and Vice-President should be acknowledged in a substantial manner by placing a sum of money to the credit of each.

Mr. MACKENZIE acknowledged the vote on behalf of himself and Mr. Morris.

On the election of Directors being announced, Mr. J. K. KERR requested that, in view of his being Solicitor of the Company, Mr. W. R. Meredith, Q.C., M.P.P., of London, be elected in his stead.

With this change the old Board was re-elected as follows :-- Hon. Alex. Mackenzie, M.P.P.; Hon. Alex. Morris, M.P.P.; Hon. G. W. Allan, Hon. R. Thibaudeau, Hon. D. A. Macdonald, Andrew Robertson, Esq.; L. W. Smith, D.C.L.; W. R. Meredith, Q.C., M.P.P.; John L. Smith, D.C.L.; W. R. Meredith, Q.C., M.P.P.; Jonn P. Blaikie, Esq.; H. S. Strathy, Esq.; John Morrison, Esq.; E. A. Meredith, Esq., LL.D., James Paterson, Esq.; A. H. Campbell, Esq.; D. McCrea, Esq.; E. Gurney, Jr., Esq.; A. Gunn, Esq., M.P.; John N. Lake, Esq.; B. Mor-ton, Esq.; B. B. Hughes, Esq.; James Thornton, Esq. M.D.; James Scott, Esq.; Wm Gordon, Esq.; Robert Jaffray, Esq.; W. McCabe, Esq., F.I.A. Dr. James Carlyle and Mr. W. G. Cassels were re-elected Auditors for the current year

t

d

Auditors for the current year.

The meeting then adjourned.

At the conclusion of the meeting, the newly elected Directors met, when Hon. Alex. Mackenzie, M.P., was reelected President, and Hon. Alex. Morris, M.P.P., Vice-President.

#### PARLIAMENTARY.

#### SENATE OF CANADA.

Hon. Mr. Bellerose introduced a Bill to amend the Consolidated Insurance Act of 1877, by reviving the 13th clause of the Act of 1868.

A Petition was presented for the incorporation of the Mutual Benefit Association of Sherbrooke.

This Petition sets forth that the objects of the Association are to promote, by the establishment of reading-rooms, libraries, art collections, and other similar means, the intellectual and moral improvement of the population of Sherbrooke, and to provide a safe place of deposit for small savings.

This is a sensible sort of Mutual Benefit Association. Its title being one generally assumed by Associations which are no benefit to their members led us astray as to its objects.

#### HOUSE OF COMMONS.

The following Bills were introduced and read a first time :-

To incorporate the St. Lawrence Marine Insurance Company of Canada.

Respecting the Sun Mutual Life Insurance Company of Montreal to change their name to "The Sun Life Assurance Company of Canada," to amend the qualification of its Directors, and to deal with the investment of its Funds.

To amend the Act to provide for the winding up of the affairs of the Stadacona Fire and Life Insurance Company.

Respecting the Commercial Travellers' Association. To provide for the winding up of the affairs of Dominion Fire and Marine Insurance Company.

To empower the Canadian Steam Users' Association to change the name of the said Association to that of "The Boiler Inspection Company of Canada," and to make further amendments to their Act of Incorporation.

Application is made for an Act to incorporate the Ocean Mutual Insurance Company, for the purpose of carrying on the business of Ocean Marine Insurance within the Dominion and elsewere.

#### TORONTO LETTER.

# To the Editor INSURANCE SOCIETY.

I fancy a mild form of Æstheticism has touched two members of our Toronto Tariff Association.

Æstheticism, according to its Apostle, Oscar Wilde, is the love, worship and practice of the beautiful in Art, or rather what is meant by these terms as interpreted by the Wilde school. But there is a popular meaning generally applied to the term. We usually consider it as representing a certain craze, exhibiting itself in an extravagance, extremeness and eccentricity of expression and action. The Æsthetics seemingly aim at superlativeness in all they say and do. If my definitions are correct, I think the Lily and the Sunflower might fittingly be presented to two of our friends with reference to their very "prompt Payment" of the late Robert Hay & Co.'s loss. I learn their loss checks were rushed in on the firm almost before the brigade had ceased playing water on the ruins.

The other Companies interested (some fourteen in number, and not slow-paying concerns either,) think that custom and courtesy require a joint action in this settlement. It looks like bidding for a little cheap notoriety, quite unworthy the reputation and assured standing of the Companies referred to. The *fourteen* feel that the conduct of our friends has been quite too too too utterly utter altogether. Surely the Messrs. Hay will prepare a nice yallery greenery certificate, or card of thanks for the too too's.

We had a *little time* over the Osgoode Hall risk. The matter came up for re-rating, but the naughty "Phœnix" before the rate was adjusted took the risk at I per cent. and it made a stir. This Insurance being a good one, and rather important, was much sought after. Well, the Board rated the risk higher than I per cent., and instructed the "Phœnix" to collect additional or cancel. "Phœnix" wouldn't. Thereupon discussion — dust, and a polite communication to the Phœnix Head Office, Montreal, with an equally polite but firmer reply, supporting the "Phœnix" representative in Toronto. You see it was a sort of crisis. However, both sides had their say, interchanged ideas, to to speak, but the "Phœnix" keeps the risk at its own rate allee mamee. Moral. Don't strain your relations too far.

I have just had a yarn told me about a difficulty between certain members of the Happy Family of Marine Underwriters, growing out of what is known as the "Jamaica Tariff." I don't place much reliance on the details given me, so won't presume to say much. As Editors are supposed to know everything, perhaps you can enlighten me. Is there a Tariff in Jamaica? It must be a *rum* one, anyhow!

A friend suggested lately that my jokes ought to be printed in italics, as Insurance men generally take everything in sober earnest. Accordingly, in my last letter, to give such readers a lift, I should have aid "the band" on the occasion alluded to "played" "Hail! smiling Maughan."

In the *Toronto Mail* of February 3rd I read, in connection with account of the Robert Hay fire, as follows: "Mr. Reed of the Liver-"Moffatt of the 'Phœnix' of England, were so greatly interested in "the fire that they mounted the roof of Smith's Factory, armed with *hoes* to extinguish flying sparks."

Commendable action ! The little troubles anent the Osgoode Hall risk were forgotten, on a common platform, for a common cause, our friend stood "armed with hoes" to fight a too common foe.

#### Sparks to the right of them, Sparks to the left of them, Crackled and showered.

Toronto, 15th February, 1882.

Whenever I look at the roof of Smith's Factory I shall always recall this pleasant incident, and fancy I see our friends' figures, hoe-armed, rigid, clear cut against the starry sky, fighting their natural enemy. It is not given to every Company (nor should they expect it) to possess representatives able and willing to turn out at night and wet down their risks.

> Yours more than ever, ARIEL.

#### ENGLISH LETTER.

LONDON, ENGLAND, January, 1882.

#### To the Editor INSURANCE SOCIETY.

Already the Insurance papers are full of dismal forecasts of the tales to be told by the forthcoming annual reports of the Fire and Marine Insurance Companies, and many and various are the reasons given and remedies suggested for the smallness of the figures on the credit side of the Ledgers.

The *Review* suggests a remedy which is now being generally adopted by all the Companies *that can do so*. That is, to accumulate sufficient reserves during prosperous years to insure the payment of dividends during such years as the past, out of the interest upon capital and reserve alone.

This is all very nice for the managers, but stockholders think they should receive a *regular* bonus, and are not content to risk their capital as underwriters and receive in return only such interest as ordinary financial associations would give them without the risk.

After all, are the shareholders not right? Should not an average be reached to cover bad as well as good years? "The labourer is worthy of his hire." Following up the thread of argument in the *Review* editorial we find several other pertinent remarks worthy of even a larger circle of readers than that largely circulated journal has, although it does not give a very encouraging prospect of other means of improvement, for it eulogizes the non-tariff offices, and speaks of the success of the Mutuals as a marked feature. There is one point admitted which rather takes the pith out of all this effusion, and that is, "*That* "the non-tariff institutions of the past have generally collapsed ignomi-"niously," and it further adds that the reason of the success of the Mutual (which it singles out as an example) is entirely owing to its exceptional good management. There are also one or two other good points made in the article which it would be wise to keep well to the front, although they are old to underwriters.

The *Review* says, "In the Mutual Offices policy holders are partners in the concerns." (Yes, no doubt about it, as the majority of the Michigan fire sufferers can vouch.) But, if policy holders generally would only realize how much they are partners *in all Companies*, and that they, *not the Stockholders*, pay for deficient fire protection, bad construction of buildings, bad moral hazards, loose practices, high commissions, etc., there would be more mutuality of purpose between the public and well managed Insurance Companies.

There would be less necessity for the recent lectures in the Spectator New York) to the daily newspapers about adverse criticism of Fraudfighting Insurance Companies, as the editors will realize that these Companies are sacrificing their immediate individual interests for the benefit of public morals and Insurance interests in general. To a person who has made underwriting anything of a study, these points seem so clear that he scarcely thinks it necessary to speak of them, but let him open an argument upon the subject with an average crowd of the uninitiated, and see how few he can convince, and the result will astonish him. The writer has known cases in his own personal experience where men, who have been educated up to a proper appreciation of the mutual interest of the insured and insurer, have told him the reason they did business with his office was because they saw that his manager was not afraid to fight a fraudulent claim, but how rare these exceptions are as compared with the legion who avoid an office with a reputation for adjusting, not settling, losses. What a revolution there would be in Fire and Marine Insurance if the public could be made to realize these facts, and how could you do it better than by inducing them to become directors or even policy holders in a Mutual Fire or Marine Insurance Co., and get their fingers burnt ; especially, by all means, let them have a hand in the management. This is rather a repetition of what I said in my last letter, but the Review editorial chimed in so nicely upon the same points, I could not resist the temptation to enlarge upon it.

Another lesson is drawn for the Fire Offices from the failure to utilize protections in buildings against fire where they are at hand, and the absurdity of reducing rates on buildings where such precautions are taken, for the reason that experience shows they are never used when occasion occurs, or they are out of order at the time, &. This view would scarcely answer to act upon, as it would have the effect of making builders more careless than ever, but it does agree with an argument always strongly advocated by the *Fireman's Journal* of New York, that persons should be specially trained to work private fire apparatus, and that in the case of theatres and other public halls trained firemen should always be on hand.

Turning to Marine Insurance, it is not the cattle trade that is now held up as the unprofitable business, but the timber, and the risks are put down as having degenerated from business sought after by Lloyds to now being only insurable in the poorest class of Marine Insurance Companies. This change is attributed to the prevailing idea that any ship is good enough to carry timber. Like their brethren the Fire Managers, the Marine Managers are now called upon to look after matters of construction and make them a basis for rating.

To a more interesting point for investors, the staunch old companies, the Liverpool & London & Globe, The Imperial, The Phoenix, The Guardian, The London Assurance, The Fire Insurance Association, The North British & Mercantile and The Queen, will all pay their usual dividends. Don't we wish we could be stockholders in the Norwich Union Fire Office, and be favoured with their nice little dividend of  $\pounds$ 5 per share (1880-1) equal to 41.66 per cent. This does not look like coming after a disastrous year.

The "Reliance" Marine Insurance Company and the coming Company show as a result of ten months business  $\pounds 5^2,340$ , and having paid  $\pounds 14,513$  in losses, a balance of  $\pounds 33,695$  (including interest) on the right side. The "Alliance" Marine, after paying a dividend of  $\pounds I$  per share, carried  $\pounds 10,000$  to the reserve. The "Maritime" have, between dividend and bonus, declared a dividend equal to 20 per cent. upon the paid-up capital.

The "British and Foreign" Marine Insurance Company are not so modest, and come out with a sum equal to 27½ per cent. for the year, and still we are told to look out for the reports of a most disastrous year. Nearly all Insurance stocks have been running down in the market, and many people ask, why? when the dividends are as regular and prompt as usual, and some inconsiderate outsiders suggest that some large speculations are on the boards among the initiated and especially newspaper and insurance men,—how absurd ! as if either of these classes ever had money enough to speculate.

Speaking of manipulating stocks, there has been considerable talk here about the way the present Managers of the Hudson Bay Company are working to squeeze all the small shareholders out, and it is currently reported that they or their friends are the purchasers of all the stock that is thrown upon the market. One thing is quite certain, that is, if the property is at all well managed it will prove a good investment for those who can hold on, and there is not much fear of the ultimate failure of the *present* management to carry it to the proper point.

Notwithstanding one of the Insurance papers has recently given us the following repetition of an oft-told tale :

"A MISCONCEPTION.—Inventors of non-combustible paint, fireproof "materials, and fire extinguishing apparatus have, up till now, appeared "to consider that Insurance Offices were equally concerned with the fire "brigade in the subject. It is perhaps as well that this delusion should "be dispelled. The Fire Offices are no more interested in materials be-"ing non-combustible than plumbers are in the price of lead. Accord-"ing to the nature of the risk, so will be the premium charged. It is "the duty of municipalities, through their agents, the fire brigades, to "look after all such matters as these for the common benefit. Fire "Offices have nothing to do with anything of this kind, and every day "more conclusively shows that private appliances and every sort of "invention in this direction, in 99 cases out of an 100, are found use-"less at the crucial moment."

The other Insurance papers still continue to give us details of the advantages of fire-proof paints, chemical combinations for the extinguishing of fires, etc., and I must confess I am such a pigheaded Briton I still continue to take an interest in them, and fear many other Insurance men are equally stupid. I will, however, admit that the lecturer is correct, and our interested motive is not the same as the municipalities.

The latest of these special articles in the fire protection line will be of much interest in your wooden country, and I therefore give the particulars somewhat in detail as taken from our city papers—the Asbestos Fire-proof Paint, which is the property of the United Asbestos Company, and has been severely tested as to its fire-resisting qualities, more particularly when applied to theatrical stage appliances. 53

11

121

4

3

35

78

37

137

3

2

4

29

15

2

53

7

536

T

fact .

these

on 6

Tim

1824

eric

ł

lowi

₽. c

Pipe

Iner

D

Refi Bear y or c on the or c o

ie ay

of t

Priv

Pos two

bas this 's

ther

1 6

and.

Can

to thre

to be pay

764

The first experiment consisted in submitting to the action of fire some linen, cotton, and gauze fabrics which had been partially treated with the paint. On setting fire to them the unprotected portions quickly blazed away into tinder, the protected parts remaining intact. The next experiment consisted in placing on one part of a fierce fire some blocks of wood painted with asbestos paint, and on another part similar blocks of wood not painted. In the course of a short time the unpainted blocks were entirely consumed, while those which were painted resisted the action of the fire for a long time without showing signs of deterioration. At length, however, the fierce heat of the fire raised some blisters, which on bursting admitted the intense heat, which charred the wood, the external coating of paint, however, being greatly preserved. In the final experiments four timber erections were employed, two being about 12 ft. wide by 8 ft. deep and 10 ft. high, and representing theatrical stages with ropes, curtains, and effects The other two were open timber sheds about 6 ft. square in plan and 8 ft. high. One of each of these two classes of structures was protected with the asbestos paint, the other two being of plain timber. Piles of shavings and other inflammable materials were placed under and upon the floor of each structure, and lights were applied to all simultaneously. The unprotected stage quickly caught fire, and in about 12 minutes it was a heap of blazing ruins. The unprotected shed, being open-sided, did not take fire so soon nor burn so rapidly, but the flames eventually got hold of it. Both the protected stage and shed resisted the effects of fire to the end most successfully, although inflammable materials, including naphtha, were occasionally employed. In the course of half an hour some portions of the fittings were found to be mouldering away, but at no time was there any outburst of flame from the protect ed materials. The interior of the woodwork, however, was well blistered, The but the wonder is that it showed so little evidence of damage. gauze and lighter fabrics disappeared at an early stage, but only by crumbling gradually away in an incandescent condition, and never once by bursting into flame. These results are satisfactory, and appear to demonstrate the value of the asbestos paint as a fire-resisting medium in respect of its application to theatrical stages and effects, or, in fact, to any other structures or their fittings.

The experiments were witnessed by the Lord Mayor and Lady Mayoress, Captain Shaw, and a number of other ladies and gentlemen who had been specially invited, besides the visitors at the palace generally. The asbestos in a finely divided state is mixed with a fluid material, and is used in a similar manner to other paints. Unlike them, however, it is uninflammable, and not only so, but is capable of communicating this valuable attribute to such substances as it may be applied to. This applies alike to cotton fabrics and to timber or other inflammable materials used for constructive or decorative purposes. Hence its great value in connection with the stage arrangements. Here is an opening for some of your enterprising Agency seekers. I notice, however, that some German has invented a similarly effective fluid, so they may also look up your German connections and bring the necessary influence to germinate.

Speaking of Captain Shaw reminds me of his report of fires, recently published. The most worthy tribute paid to our firemen by the *Times* in commenting upon this report goes on to say that firemen do many deeds entitling them to public recognition, and that the riband of the Garter is often awarded for less services, but from the fact that it is expected of firemen, and they daily risk their lives in saving lives and property without any thought of self. While the *Times* pays this well-deserved compliment to the men, at the same time it gives the Metropolitan Board of Works a lecture upon its want of foresight in not giving the Fire Department proper implements and needed facilities to cope with the dread enemy. When you contrast the following as an equipment for fire fighting in this great city, with the facilities in any and all of the American cities, you will agree with the justice of this lecture. Captain Shaw says the strength of the Brigade is at present:

- 53 Land fire engine stations.
- 11 Moveable land stations.
- 121 Fire escape stations.
- 4 Floating stations.
- 3 Large land steam fire engines.
- 35 Small land steam fire engines.
- 78 Six-inch manual fire engines,
- 37 Under six inch manual fire engines.
- 137 Fire escapes and long scaling ladders.
- 3 Floating steam fire engines.
- <sup>2</sup> Steam tugs.
- 4 Barges.
- 29 Hose carts.
- <sup>15</sup> Vans.
- <sup>2</sup> Trollies.
- 53 Telegraph lines. 7 Telephone lines.

7 Fire alarm circuits, with 44 call points.

536 Firemen, including chief officer, second officer, superintendents, and all ranks.

That this Brigade have some work to do you may gather from the fuct that they answered 2376 alarms during 1881, and while 1991 of these proved to be actual fires (excluding false alarms and chimneys on free), 167 resulted in serious fires and 1824 in slight damage. The 7, <sup>107</sup>, <sup>107</sup> resulted in serious nres and 1044 ... Just and and all the series truly says it is due to the Brigade to admit that not only all the series all proved 1824 slight fires but even the chimney fires might have all proved tions but for the intervention of the Brigade.

107 cases are cited where lives were enclangered, and gives the following names of men and the actual number of lives they saved: P. C. Tiplady, 2; Chas. Tennuci and S. J. Beale, 3 between them; S. J. Pine Fipe, 1; Alfred Wylde, 2; D. J. Rice, 2; Thos. Lynch, 2, and John Jack-100, 5. Not a bad record for one year.

Yours, etc., BRITON.

#### CORRESPONDENCE.

N.B. We do not hold ourselves responsible for the statements of correspondents.

To the Editor of INSURANCE SOCIETY, Montreal. ST. HYACINTHE, QUE., 1st February, 1882.

DEAR SIR, — Thanks for reply in your January number to my inquiry of 17th ult., re "Metropolitan Mutual Benefit Society of Montreal." Referring Unit of the Metropolitan Mutual Benefit Society of Montreal." Referring to legal decisions therein cited, I do not wonder at Beauregard being condemned, --such a plea!

you say "the Secretary assures us that it is a part of the contract," on the bar where is that clause to be found? It must be pinned up on the back of their office door, for it certainly does not appear in either at either their Constitution and By-laws or application form, nor yet does is appear even in the certificate of membership. On page 3 of a copy of their Constitution and By-laws or application 101..., ...., of a copy of their Constitution, now before me, it reads: "All the rights, Privilen Privileges and benefits arising out of membership in the Society shall Positively terminate and cease for any member who, for a period of monst two months from the date of the first notice of any one 'call to pay,' has refused or neglected to pay, & c." Again, in so many words, is bis clause this clause repeated on page 6 of same copy; now then, if a party "that what has been a member, how can he Unreafter be legally called upon to pay subsequent assessments? I believe suits are threatened in order to intimidate the weak victims, and in which are threatened in order to intimidate the weak victims, and in many instances the dodge proves successful. But in no case an interview of the source of to plead was shown by a member. I can produce a case where they threatened threatened to sue a member for about \$40 arrears. Rather than go to Convert to sue a member for about \$40 arrears. Rather than go to Court, he called at the Head Office, hoping to settle cheaper—and did. for be did, for, after " jewing" them down to an offer to accept \$5 in full payment be the second **Payment**, he told them they could go to "Old Harry," and that he would not would not pay one cent. From that day he has evidently terminated heard nothing from them since. and ceased to be a member, for he has heard nothing from them since. After so After so much has been said in the newspapers, &c., during the past ar about "O has been said in the newspapers, &c., during the past Ner so much has been said in the newspapers, ort., during seens to be a diamagnet "Grave Yard" and "Death Rattle" Insurance, it seems to it them an existence. After a disgrace to any community to permit them an existence. After

all, their existence in our midst cannot so much be wondered at, when they succeed in borrowing the names of such highly respectable and prominent gentlemen for Presidents and Directors as those of the " Provident Matual Association of Montreal." Surely these gentlemen cannot understand the utter falsity of this system of Life Insurance shams.

Fearing I have already trespassed too much on valuable space,

JUSTICE.

I am. &c.,

To the Editor of INSURANCE SOCIETY.

#### Newmarket, February 1st, 1882.

DEAR SIR,-Your favor requesting my subscription for INSURANCE SOCIETY came to hand, and, in reply, allow me to say, that after an experience of about twenty years as a canvassing fire insurance agent, I am seriously beginning to think that the greener the agent the better he is likely to succeed, and where ignorance is bliss it would be the worst kind of folly to be wise. Of what advantage is it to me that I know a good risk from a poor one, or at what rate it should be taken at ?- the Companies will tolerate in a green agent what they would never think of allowing in me : if I take a poor risk, or one at less than adequate rates I am liable to be told, my experience should have taught me better,-yet I am expected to get business, and at remunerative rates, surrounded on all sides by men who know nothing of rates or of what constitutes a good risk or an inferior one, -and here allow me to give you a sample.

I was requested to take a risk on a cottage, and according to my usual practice I called to inspect the premises; failing to find the chimneys or any trace of them in the room, I asked if the chimneys came down to the floor ; the answer came, no,-the stovepipe extended up into the garret and turned into the chimney, out of sight. Of course I declined the risk. In a few days, however, the risk was taken by another agent, who pronounced it a splendid risk, and would always be glad to get as good; he of course got the risk, the inference being drawn against me that I was unnecessarily particular or above my business. While I am willing to admit the advantage of your valuable paper, I cannot but think that where every third man in the community is an insurance agent, broker, or is in some way or other interested in influencing risks, there is little use aiming at being wise, where ignorance affords so much bliss.

THOMAS ATKINSON.

INSUBANCE SOCIETY BUREAU.

# FIRE LOSS ADJUSTMENTS. APPRAISEMENTS, ARBITRATIONS. APPORTIONMENTS.

Surveys and Reports of Special Risks.

RATINGS, REPORTS AND DIAGRAMS At all Points in the Dominion, by competent and reliable persons.

Address by Letter or Telegram ; INSURANCE SOCIETY BUREAU. EXCHANGE BANK CHAMBERS.

MONTREAL.

#### Toronto address will be given shortly.

N.B.-Gentlemen wishing to act in any of the above capacities, will please send terms and references.

### SOCIETY NOTES AND ITEMS.

All the records of cases now pending and going on in the Quebec Court House are reported to be at the mercy of fire for want of fire-proof vaults.

Messrs. Wood and Evans of Montreal have been appointed General Agents of the Accident Insurance Company of North America for the Province of Quebec.

A recent Fire at Brampton, Ont., was caused by a Patent Tin Thimble through a partition, which got red hot on an extra cold day; our correspondent says Insurance Companies should "Boycott" all such.

The Board of Underwriters in Toronto are discussing the advisability of reducing the premiums on wholesale and retail stocks to all merchants who will provide tarpaulins to cover their goods in case of fire.

**Capt. W. R. Taylor,** who has been engaged in Marine Insurance for many years, has been appointed Chief Inspector by the Canadian Underwriters, whose classification of vessels will be accepted by the American Association.

An order has been made by the Chancellor for the payment into Court by the Provincial Treasurer of the amount deposited with the Government as security by the Prince Edward Insurance Company to answer the claims of creditors.

**Charged with Arson.**—Last August the outbuildings of Mr. Burt, township of Ernestown, were burned, the loss on them and contents being \$7,000. One Douglass Bartello has been arrested and committed for trial on a charge of firing them.

Mr. James Grant, Actuary, formerly representative of the Reliance Life Insurance Company, has been appointed Secretary to the Guarantee Company of North America, Manager Rawlings is gradually forming an organization which will be effective in every point.

The movement in Western Assurance was recently one of the features of the stock market. Since this stock reduced its dividend a number of operators were induced to go "short." It was pressed down to 160, when some of the "shorts" thought it time to "cover." In doing so the buying orders advanced it rapidly to 180, and still they are not all "covered."

The Financial Year of every Insurance Company should end on the 31st December in each year, then the private reports and the public reports would have to agree, and serious discrepancies could not long go undetected, but as it is now there is every chance for such a life of fraud as to cause serious loss and annoyance to both policy-holders and shareholders.

The Town of Cornwall, Ont., obtains its supply of water from wells, and specimens of the water from eighteen of these have been sent to Dr. Baker Edwards of this city for analysis. He has analyzed them, with the startling and disagreeable result that at least half of the wells furnish water totally unfit to drink, by reason of the quantity of sewage matter they contain. What about Belleville, Peterboro', and a hundred other Towns in Canada similarly situated.

Mr. Wm. B. Evans, who has for more than twenty years been in the service of the British America Assurance Company, was recently made the recipient of a gold chain, presented on behalf of the Staff by Mr. L. H. Boult, the Manager—the presentation was consequent upon Mr. Evans' retirement from that Company, for the purpose of taking charge of the Ocean Marine business of the Commercial Union Assurance Company in which, we trust, he will have abundant success.

The Insurance World of London gives the following simple rule for approximating the life expectancy. It particularly applies to the ages during which insurances are chiefly effected :--- "Deduct the age of the persons in question from the number 96, and one-half of the difference will give a fair approximation to the expected term of life, and will be found to vary little from the calculations of the Hm. table on which the Companies base their rates. Thus a man the age of 30 has by this average a prospect of living 33 years longer; at 60 he may expect to survive 18 years, the is to attain the age of 78. The rule will hold good roughly for any age between 15 and 80."

Dieble

りり

P

th in sic

þ

le

1e

٢,

٢,

9 6

18 at Wit of to to that PP DA

8( 0) 19

0 0 0

Pe d

tr

d

h

We have received, from the Superintendent of Insurance for the State of New York, Charts prepared from statements made by the Insurance Companies for the year ending 3rst December, 1881, and a few days after, the report of the Inspector of Insurance for Ontario containing the statements of the Companies for 1880. It is impossible to tell why the reports of Companies doing business in Canada should not be prepared, presented and published as easily and as early as the reports of those doing business in New York are. We are very sure the fault is not with the Companies, nor yet with the printers; the Companies can prepare their reports just as well in January as in March, and the printers can print them as quickly as any other publication prepared from manuscript.

Mr. M. Bennett, jr., of Hartford, Conn., has had a pleas sant visit of several days amongst the Fire Underwriters of Montreal, by whom he has been received with much courtesy and attention; the special object of his visit being to make the usual deposit with the Dominion Government on account of the Fire Department of the Scottish Union National Insurance Company of Edinburgh, Scotland, which proposes to establish agencies at the most desirable points in Canada to be in connection with their North American Branch, of which Mr. Bennett is the successful and popular Manager.

With actual cash assets amounting to over thirden milions of dollars and with investments in Canada, already, of nearly a quarter of a million, this Company will command the confidence of our property owners, and will be a desirable agency for the most energetic and conservative of our Fire Underwriters.

Mr. Charles Stewart of the Lancashire Insurance Company, at the first monthly meeting of the Insurance and Actuarial Society of Glasgow, read a Historical Sketch of Fire Insurance, which was full of interesting matter, but too long for insertion in our columns; its closing paragraph is follows.

"Owing to the rapid advance of scientific discovery, the almost daily creation of new and secret manufactures, the ever-varying modifications and improvements in arts and manufactures, the yearly increasing magnitude and workwide extension of commerce and insurance, it is absolutely essential that the Insurance Manager of the future be a magnitude of business, quick in perception of wide experience, and thoroughly and specially trained for the work, and if he is to manage with economy and success, must be able to that little word 'No.' In fine, he must not be an unskilled young and presumptuous Phæton, but a tried man, and man of nerve, before he can take his stand on the fire-bear ing as trustee.

"Allow me to say to the younger members, the youthin charioteers, full of high resolve, and on the tiptoe of expectivtion, that the race is not always to the swift nor the barrie to the strong; but they must live laborious days, and musnerve themselves to solitude before they can contend success fully in the race. It is the lot of few to wear the crownes chaplet and to bear the palm, but I shall rejoice if this Society should, in any measure, help them to win them, and still more if in the hour of victory they can feel

'One self-approving hour whole years outweighs Of stupid starers and of loud huzzas;

And more true joy Marcellas, exiled, feels

Than Cæsar with a Senate at his heels.' Mr. Stewart afterwards advanced the establishment of library in connection with this Society.

# LEGAL DECISIONS IN INSURANCE CASES.

#### SUPERIOR COURT, MONTREAL.

THE SUN MUTUAL LIFE INSURANCE CO. VS. BELAND.

9 r,

be Ø

2

**5**3

Ŋ

đ

b

¢

¢

¢

1

Ć

Policy of Life Insurance.-Alleged Error.-Parol Evidence.

This was an action for amount of a premium note for \$160, being Defendant's premium on an insurance on his life for \$5000, payable at death, and the premiums were payable during 20 years if he lived so long.

The Defendant pleaded error in the contract, alleging that he agreed for a policy payable at death or in 20 years.

The Defendant was allowed to produce parol evidence of his intention in the matter, which ruling was favourably commented "pon by the Court of Review."

In the Superior Court judgment was given in favour of the Plaintiff, the Court saying that inasmuch as the Defendant had the benefit of the Insurance for a year he must pay for it, and holding that the burden of proof was upon him to disprove the consideration given for the note.

The Court of Review reversed this judgment on the evidence, holding that there was error in the contract. The remarks of the learned Judge with reference to the Agency system are well worth reproducing :

"It may not be out of place to remark that in a country like this, where there are many persons who do not understand a seturally (and I do not mean word of English, agents, who are naturally (and I do not mean " to say improperly) eager for commissions in this sort of business, " one is the say improperly and the source of ought to be very cautious about making themselves well under-<sup>4</sup> Stood. There are systems of Insurance that are sufficiently <sup>4</sup> compared to the systems of the system of the complicated to require long attention even from those who understand the language in which they are set forth, before they

"can be sufficiently understood."

# COURT OF QUEEN'S BENCH, MONTREAL.

# IN APPEAL. IN APPEAL. NUTUAL FIRE INSURANCE COMPANY OF THE SUPPROOFE. COUNTIES OF STANSTEAD AND SHERBROOKE.

This was an action for \$1400, amount of an insurance on buildings insured under two policies issued by Respondents in favour of one up of them to Appellant. The of one W. W. Paige, who transferred them to Appellant. buildings were destroyed by fire on the 13th November, 1877.

The Respondents pleaded, inter alia, that on the 13th November, 1877. The Respondents pleaded, inter alia, that on the 11th March, addressed to T. Wood, Official Assignce; that Wood was vested it to 8. Wroperty until the 10th April, 1877, when he transferred September following transferred it with the consent of the creditors transferred his half share to C. J. Paige. They also alleged Moore, on the 5th March, 1877; that during all this time Paige Policies, whereby they became null and void. Action, priving the States of the States of Appellant's creation, privile the States of the States of States

On this contestation the Superior Court dismissed Appellant's tion, siving its children that the superior court dismissed Appellant's contact of the superior court dismissed appellant's superior c

On this contestation the Superior Court dismissed Appendix scion, giving in addition other reasons, which, however, the Court ration when confirming the judgment.

Norion, C. J. \* \* \* \* In a Mutual Fire Insurance Company, the party insured becomes a for the payment of certain guarantee notes, and the property in-sured is subject to a humother for any calls which may be made on aned is subject to a hypothec for any calls which may be made on such notes such notes. In case of an assignment of the policy, unless the trans-feree association of the second distribution of the second distributication of the sec there assumes the liabilities of the transferor and is accepted as a partner but the liabilities of the transferor and the rights partner by the Company, he remains a mere assignee to the rights which the which the Company, he remains a mere accigning and in case of loss he are another transferor may become entitled to claim, and in case of loss he can only exercise such claims as the transferor could have exercised in the policy. Now it is exercised if no transfer had been made of the policy. Now it is evident that the policy is a still to the proevident if no transfer had been made or the pointy. Perty, could W. W. Paige, having ceased to have a title to the property, could not claim from Respondents the amount insured un. der the two policies mentioned in the pleadings, even if he had not transferred them to the Appellant. The Appellant is therefore debarred from the two policies mentioned in the pleadings, even if he had not debarred from to the Appellant. The Appellant is therefore debarred them to the Appellant. The Appenant is and the judgment of the Superior Court

#### ONTARIO REPORTS.

NATIONAL INSURANCE Co. vs. Egleson. Partnership-Subscription for Stock.-Notice of Calls.

The defendants as partners had been appointed agents of the Plaintiffs on the condition that they should acquire and hold 200 shares of their stock.

They were accordingly entered in the stock register of the Com-pany for that number of shares under the partnership name of "Egleson & Cluff," and 200 shares of the original stock allotted to them, and the usual certificate sent. They did not, however, formally subscribe for the stock.

A draft upon the firm for the prior call was accepted and paid as arranged with the Defendant Cluff.

Subsequently Egleson wrote to the Plaintiffs for information as to the position of the "stock subscribed for by them," signing the letter "J. Egleson, senior partner," &c., and stating that he was about to retire from the firm.

Held, in an action for calls, that the Defendants were liable, and could not be heard to say that they had not subscribed for the stock.

#### RECENT AMERICAN DECISIONS.

#### SUPREME COURT OF PENNSYLVANIA. HAGAMANN VS. ALLEMANIA FIRE INS. Co. Alienation.

The policy in this case contained a condition that "If the property be sold or transferred, or any change take place in title or possession, whether by legal process or judicial decree or voluntary transfer or conveyance," it should be void. It was endorsed, "Loss, if any, payable to L. Thompson,

mortgagee."

The mortgagee foreclosed the mortgage and bought the property in at sheriff's sale on November 3rd, 1873, and on the 15th of the same month the sheriff executed a deed to him therefor; on the 7th of the following month the fire took place which destroyed the property

Held, that the policy was avoided by the sale.

#### SUPREME COURT OF LOUISIANA.

#### STOCKTON vs. FIREMEN'S INS. Co.

Application.—Acceptance necessary to complete Contract—Power of soliciting Agent.

A general Insurance Agent, with authority to solicit and receive applications for insurance, has no power to accept such applications and bind his principals by stating to the Applicant that the risk attached at a certain moment.

Per Curiam. To convert a proposition by one party to another into a contract, it is not sufficient to show strong probability that it was or would have been accepted under certain circumstances. Acceptance, actual, final and irrevocable, must be proved.

#### SUPREME COURT OF PENNSYLVANIA.

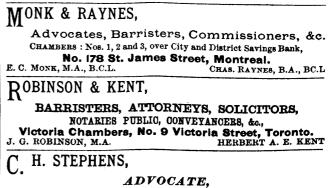
FRANKLIN FIRE INS. Co. vs. KEPLER.

Vacant premises.- Temporary Absence.

The policy contained this condition : "This policy will not cover unoccupied buildings (unless insured as such), and if the

premises insured shall be vacated without the consent of this Company endorsed hereon \* \* \* \* \* this policy shall cease and determine."

Held, that the temporary absence of the insured from the premises, leaving them for the time unoccupied, was not a breach of the condi-tions of the policy.



112 ST. FRANCOIS XAVIER STREET, MONTREAL,

# INSURANCE SOCIETY.

# Fires in Canada during the Month of January, 1882.

# EXPLANATION OF ABBREVIATIONS.

**S 34, B** 104, 243, means – Sheet 34 ; Block 104 ; No. 243 on plan. Nos. before name of place are days of month. In Loss and Insurance columns **B** means Building ; **C** Contents.

PLACE.—No. ON PLAN.—BUILDINGS BURNT.	APPRO: Total Losses.	Losses to Ins Cos.		APPRO Total Losses.	In
ONTARIO.			DATE. 15 LISTOWEL, 2 frame dwellings.	1200	1
ATE.			HAMILTON, double frame.		
COBOCONK, University hotel.	B 3000		17 COURTWRIGHT, Railway Freight shed	500	No
Cobourg, Gas works.	C 2500	None.	SMITH'S FALLS, dry house.	300 B 2000	20
WELLANDSPORT, General store.	700	700	18 HAMILTON, Brick dwellings.	C 5000	40
Harness shop.	1000 2000	••••	COBOURG, private laundry.	500	12
Dwelling.	200		CLINTON, <b>B</b> 58, saw mill and bending factory. TORONTO, <b>S</b> 27, <b>B</b> 143, N. 108, carpenter	3000	1
Store house. Grain.	500		shop.	125	
General store.	1000 3000	••••	19 GALT, brick residence.	B 800	4
Hotel.	1800			C 450	24
Dwelling.	100		WEST NISSOURI TWP., canning factory.	B 2425 C 8172	81
General store. 5 tenements.	200 1500	••••	20 GRAVENHURST, 2 tenements.		
KINGSVILLE, brick dwelling.	1 500 2000	 1300	General store.		
BELLEVILLE, sloop "Glasgow"	1000	700	TORONTO TWP., lot 12, No. 1 east, dwelling.	2700	2
HAMILTON, brick dwelling, King street. Three tenants,	B 800	600	TORONTO, S 17, B 71, N. 56, brush factory. 21 TORONTO, S 15, B 53, N. 108, storage shed	250	
WROXETER, frame tannery.	C 1200 2000	••••	(10 <b>w</b> ).	100	12
ALTON, church building.	2784	400 2784	CROFTON, drug store and P. O.	2000	12
WESTMEATH, dwelling. OTTAWA, dwelling.	400	250	Asphodel Twp., dwelling.	1000 D 1100	7
NAPANEE, barn East of Robbin's Hill.			22 WEST ZORRA, dwelling.	B 1400 C 800	5
WINDSOR, American hotel.	2000 B 1186	1186	LOGAN, dwelling and contents	500	30
/	C 858	858	23 BRAMPTON, dwelling and contents.	300	-
SMITH'S FALLS, carding and woollen mill.	3000	2000	24 OTTAWA, S 18, B 67, No. 138, Broom factory.		20
EAST OXFORD, dwelling.	B 450 C 200	220	Store house.	4000 400	24 54
ST. THOMAS, brick store and cigar factory.	C 200 B 175	100 175	LESLIEVILLE, butcher shop.	B 700	NOP
	C 720	720	OTTERVILLE, dwelling.	C 300	×
HAMILTON, carriage shop.	B		CARADOC TWP., wood dwelling	300 680	25
Grocery, cor. Oueen and Nanier streets.	C 200	200	LONDON SOUTH, frame stable.	450	45 30
INGERSOLL, frame dwelling	300 180	300 180	LONDON, brick store and printing office.	B 300	30 220
SPENCERVILLE, stone dwelling.	4000	1500	Collins' BAY, barn, grain and hay.	C 2209	
ARTHUR, dwelling. COLLINGWOOD, frame dwelling, St. Marie	••••	I 50	25 SIANLEY IWP., brewerv	700 10000	~ *0
street.	600	225	GRAVENHURST, store and dwelling	1500	30
LONDON TWP., Toll house.		<b>2</b> 25	20 KENSINGTON, brick brewery.	10000	10
ERNESTOWN, dwelling.	B 1000	600	GUELPH, S 2, B 11, No. 32, drug store.	460 B 4000	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
STRATHROY, planing mill	C 650 2500	400	27 BELLEVILLE, S I, B I4, No. 430, stone hotel.	B 4000 C 1200	None
ORWELL, grocery and dwelling.	2500	<b>50</b> 0	Grocer.	300	10
Harness shop.	••••		Tailor.	300	25
Dwelling and warehouse. Dwelling.			(Jewellery. 28 SARNIA, brick dry goods store.	250 130	13 25
TORONTO, S 14, B 51, No. 30, brick stores.	400 5575	200 5575	IHURLOW, dwelling and contents	700	25
No. 30, turs, Gillespie, Mead & Co.	9000	5575 9000	29 CHIPPAWA, Irame dwelling and contents	1200	
No. 30, straw goods, Gillespie, Ansley & Martin.	6		FORT DALHOUSIE, frame dwelling vacant.	400 400	20
{ No. 30, Woollen goods, Huston, Foster	6000	6000	30 MIDDLETON, dwelling.	B 1600	100 None
6° Co.	5000	5000	31 GUELPH, Hospital barn.	C 2000	35 <sup>6</sup> 63
No. 26, Gale, Robertson & Co.		300	31 GARAFRAXA TWP., farm barn.	• 500 624	63
(No. 32, A. A. Allan & Co. KINGSTON, Woollen mills, King street west.	27000	88	31 LONDON, beer bottling cellars.	634	
Traine tenements.	27000 4000	12000 2000			
Stone tenement.	B 4000	3000	QUEBEC.		
(9 tenants. BURTON, 4 tenements.	C 5000	2000			3205
COOKSVILLE, steam saw mill	600 500	400	2 MONTREAL, S 10, B 60, No. 23, vinegar factory	B 3205	
TORI COLBORNE, <b>B</b> 4. Nos 46 to 52.	,	350	Fixtures. Stock and plant.	498	403
Double brick block	7000	4000	Teas in store house	4025 2300	2000 None
Household furniture. General merchandise.	1000	None.	4 ACION VALE, bakery	150	None
Jewellery.	24000 1500	I 5000 I 200	7 MONTREAL, S 75. B 595, No. 71.	700	10;
Drugs.	2628	2137	8 ST. CUNEGONDE, S 15, B 12, No. 12, stable. 18 DORVAL, barns.	103 838	83 <sup>2</sup> 85 <sup>2</sup>
Brick block stores. Bank furniture.	9000	7475	HINCHINBROOKE TWP frome bern	308	50 <sup>0</sup>
Drugs.	1200 2000	700	19 SI. LAZAKE Jarm dwelling	2000	
Masonic Lodge furniture.	750	1500	SI. JOHNS, Dottery	••••	55
Royal Arch Lodge furniture.	600		20 MONTREAL, S 51, B 376, No. 455, fancy store. 22 MONTREAL, S 25, B 173, No. 22, stable and contents.	55°	100
General merchandise. Brick block	7 <b>0</b> 0	7 1	contents	350	375
STREETSVILLE, Shoddy & Carding mills.	500	500	28 ST. HYACINTHE, stone college.	B 375 C 281	8
CAREFISVILLE, SHOULY OF Carding mille.	5000	None.		C 281	1804

PLAC

NI

5 ST. 4 No: 8 Sac 10 Cal

 18 Poil
 20 BRI CAI
 26 Sus
 27 Wo
 NE

> 3 TR 5 TR

8 TR 10 A) 15 ST

15 K.

Nor 41 sinc

ST

UF

JÀ

91

W

E -

81 J(

E

## INSURANCE SOCIETY.

APPROXIMATE.

Losses to Ins. Cos.

PLACE.- NO. ON PLAN -BUILDINGS BURNT. Total Losses.

# NEW BRUNSWICK.

5	ST. JOHN, S 14, B 102, No. 98, dwelling.	100	None.
ð.	Station, dweining and barn.		16000
10	ST. JOHN, S 14, B 102, No. 98, dwelling. NORTON, dwelling and barn. SACKVILLE, male academy. CARAQUETTE, dwelling, outbuildings, sails	30000	10000
18	PORTLAND, S 14, B 89, No. 74. dwelling	2000	None.
	ORTLAND, S 14, B 89, No. 74. dwelling		
<b>4</b> 0	and shop. BRIGG'S CORNERS, Kent Co., barn. CAMPBELL'S SETTLEMENT Kings Co., school	350	350
	ChildG's CORNERS, Kent Co., barn.	300	200
26		400	300
40	SUSSER IN INC.	B 3000	1500
	Nouse. SUSSEX, dwelling.	C 1067	1067
47	Woodstock, dwelling.	B 500	500
	WODSTOCK, dwelling.	C 200	175
	NEW DENMARK, dwelling and contents.	2500	None.
	NOVA SCOTIA.		
3	<b>T</b>		
5	TRURO, 2 story dwelling, Waddell street.	1000	500

3	TRURO, 2 story dwelling, Waddell street. TRURO, Marble works Inglis street	1000	500
3	TRURO, 2 story dwelling, Waddell street. TRURO, Marble works, Inglis street.		1000
	Gunn's building, "		3000
6	TRUPO	B	1400
10	AMHERST, hotel, barn and contents. STELLARTON, skating rink.	с	3000
15	CMHERST, hotel, barn and contents.	2000	• • • •
•	AMHERST, hotel, barn and contents. STELLARTON, skating rink.	2000	1400
	P. E. ISLAND. KINLOCH (Orwell), dwelling house and con-		
30	CHARLOTTETOWN, S 5, B 49, No. 40, car- riage factory.	1000	None.
	riage factory.	1800	I 200
	No. 40 16, C. F. Show rooms.	2500	2000
	NOTE Carriages, stock and tools.	4500	3500
- 74	since. Carriage factory was built between 40 &		

#### ice survey. 8 5, B 49, dwelling. 700 Furniture mostly removed. 200 Dwelling, 2 tenements.

#### 150 Furniture mostly removed. 300 STANDARD FIRE INSURANCE COMPANY.

#### Head Office : Hamilton, Ont.

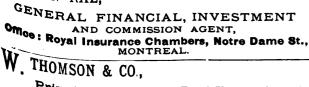
FULL DEPOSIT made with the Government

D. B. CHISHOLM, Esq., Hamilton, PRESIDENT.

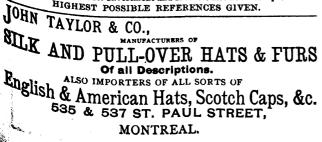
JOHN BAIRD, Esq., St. Thomas, VICE-PRESIDENT.

H. THEO. CRAWFORD, SECRETARY.

# JACKSON RAE,



Private Bankers and Real Estate Agents, Barrie, County of Simcoe, Ont.
 kinds of Real Estate on Commission. A number of fine farms now on received for Investment and Interest allowed on Deposits.
 High Real Estate on Commission of Simcoe, Outline farms now on the farme of the farme needed on the farme of t HIGHEST POSSIBLE REFERENCES GIVEN.



#### BRIGADE NOTES.

Ste. Therese, Que., has just "purchased a \$2000 Steam Fire Engine with the necessary adjuncts.

The Town of Port Hope is seeking from the Ontario Legislature power to incur liabilities for the construction of water works.

At present there are three members of the Toronto fire brigade on the sick list. One of them, Mr. Robert Hill, has served for forty-three years in the brigade, and this is his first absence from illness.

**Hamilton**.—A large pump has been ordered from H. R. Worthington, of New York, to keep the reservoir full while the changes are being made in the engines at the water works pumping house. It will cost over \$900.

The Town of Peterborough is at last to be provided with water. A company formed for that purpose has advertised for tenders for a system similar to that of Ottawa :- The Capital Stock of the Company is \$200,000, of which \$50,000 has been subscribed by responsible parties.

As the fire which gutted the shoddy and planing mills at Streetsville is only one of a long series, not unaccompanied by loss of life, the inhabitants are beginning to wake up to the fact that they are without even the semblance of any protection against similar conflagrations in the future. They are now talking of enrolling a volunteer fire brigade and of having a plentiful supply of water always on hand, together with proper apparatus for utilizing it.

Chief Ardagh, of the Toronto Fire Brigade, has received the following letter from Messrs. R. Hay & Co. :-- " We beg to enclose you herewith our cheque for fifty dollars, which we have to ask you to kindly place to the credit of the Firemen's Benevolent Fund. We also take pleasure in conveying to you, and the firemen generally, our hearty appreciation of their efforts at the fire on our premises on the night of Wednesday, the 1st inst." Chief Ardagh desires thanks to be returned Messrs. Hay & Co.

# CANVAS HOSE

500

150

250

None.

For Mills, Factories and Fire Brigades.

