

TRAFFIC RETURNS

| Canadian Pacific Railway. | | | | |
|---------------------------|--------------|--------------|--------------|-------------|
| Year to date | 1916 | 1917 | 1918 | Increase |
| May 31 .. | \$49,909,000 | \$50,569,000 | \$58,185,000 | \$1,616,000 |
| Week ending | 1916 | 1917 | 1918 | Increase |
| May 7 .. | \$ 2,763,000 | \$ 3,065,000 | \$ 3,033,000 | *\$32,000 |
| " 14 .. | 2,592,000 | 3,123,000 | 3,109,000 | *14,000 |
| " 21 .. | 2,610,000 | 3,074,000 | 2,847,000 | *227,000 |
| " 31 .. | 4,220,000 | 4,806,000 | 4,035,000 | *771,000 |
| June 7 .. | 2,674,000 | 2,927,000 | 2,846,000 | *81,000 |

| Grand Trunk Railway. | | | | |
|----------------------|--------------|--------------|--------------|-------------|
| Year to date | 1916 | 1917 | 1918 | Increase |
| May 31 .. | \$22,162,815 | \$24,274,445 | \$25,560,375 | \$1,285,930 |
| Week ending | 1916 | 1917 | 1918 | Increase |
| June 7 .. | \$ 1,147,091 | \$ 1,333,194 | \$ 1,383,669 | 50,475 |

| Canadian Northern Railway. | | | | |
|----------------------------|--------------|--------------|--------------|----------|
| Year to date | 1916 | 1917 | 1918 | Increase |
| May 31 .. | \$12,669,200 | \$15,564,600 | \$16,562,700 | 998,100 |
| Week ending | 1916 | 1917 | 1918 | Increase |
| June 7 .. | \$ 1,107,091 | \$906,700 | \$843,100 | *61,600 |

*—Decrease.

IMPORTANT JUDGMENT.

Remi Gervais vs. Liverpool & London & Globe Insurance Co., Ltd.

A case of much importance to fire companies has recently been decided before Mr. Justice Martineau at St. Hyacinthe, P.Q. Judgment was rendered in favour of the Company, a synopsis of which is as follows:—

On the 16th of October, 1916, Remi Gervais, of St. Hyacinthe, insured in the Liverpool & London & Globe Insurance Company certain moveable effects comprising carriages, sleighs, building materials, etc., the application mentioning them in detail with his valuation and the amount of insurance required on each item. The policy indicated the amount of insurance on each article which aggregated \$1,500.00. All these effects were in a shed belonging to one, Blanchard, in St. Hyacinthe. During the night of the 29th-30th of November, 1916, the shed and all its contents were destroyed by fire.

The Insurance Company resisted Gervais' claim for the amount of the insurance on the following grounds:—(1) Fraudulent exaggeration of the value of the different articles in the application for insurance, (2) Fraudulent misstatements to the Company and its agent with regard to previous fire losses suffered by Gervais, he having stated in his application that he had only suffered damage by fire on one previous occasion—in 1903—when as a matter of fact he had had property destroyed by several fires and had collected insurance thereon; and (3) Fraudulent exaggeration of the amount of his loss and exaggerated claim for damages.

The case came for trial before Mr. Justice Martineau at St. Hyacinthe in December last, and he rendered judgment on the 31st of May last. He found that the Insurance Company's position was well taken and agreed with it on all of these three grounds.

Among the things insured was a cab called a "Victoria". The value given to this cab by the Plaintiff in his application was \$600.00, and it was insured by the Policy for \$300.00. In the Plaintiff's sworn claim after the fire its value was stated to be several hundred dollars. The proof established that this cab had been purchased

by Gervais from F. S. Ledoux, master carter of St. Hyacinthe, for a mere song, \$7.00 being the amount actually paid for it.

In answer to the question contained in the application: "Has the applicant ever had any property destroyed by fire, if so, when and under what circumstances?" Gervais replied: "Yes, in 1903, at the time of the great fire here" (in St. Hyacinthe). The proof showed that he had suffered loss from two other fires, one in 1906 and another several years previous thereto.

For these reasons the Court dismissed Gervais' action with costs. His Lordship's remarks on the applicant's conduct and attitude being very severe. He also declared that in his opinion certain of Gervais' witnesses were unworthy of credence.

Mr. Armitage Ewing, K.C., of Ewing & McFadden, of this city, with Mr. V. Ernest Fontaine, K.C., of St. Hyacinthe, as Counsel, acted for the Insurance Company, while Mr. Gervais was represented by Messrs. Lussier, Flynn & Gendron, Advocates, of St. Hyacinthe.

Mr. Charles H. Turner, fire adjuster, Montreal, investigated the claim for the Insurance Company and carefully looked after the interests of the Company throughout.

TAX ON BANK CHEQUES.

There is said to be considerable opposition in London to the additional bank cheque duty proposed in the British budget. It is considered that if enacted, the tax would greatly hamper British banking systems.

ESTABLISHED 1873

THE

Standard Bank

of CANADA

Head Office, TORONTO

TRUST
FUNDS

Our Savings
Department
gives you a
guarantee of
absolute
security and
interest at
current rate



Montreal Branch: 136 ST. JAMES ST.

E. C. GREEN, Manager