

—A public meeting is to be held in Peterboro' on the 9th July, to take steps to organize a mutual insurance company in that town.

—One hundred and thirty-six shares Western Assurance Company were sold at auction, in this city, a few days ago, in lots at prices varying from 85 to 88, bearing full dividend.

—Some of the life insurance agents in St. John, N. B., are carrying on a brisk fusillade through the newspapers. One of the combatants seems to have just withered his opponent by comparing him to a "backwoods bull-frog."

THE MONTREAL WAREHOUSE FIRE.—Some difficulty is likely to be experienced in adjusting the claims for damages between the insurers and insured. It is stated that the Warehousing Company, without proper certificates of survey or authorization from the insurance companies, sold the damaged grain at auction, without giving sufficient notice of the sale. The grain was also delivered immediately after the sale, and a portion of it has been shipped to England. It also complained by the insurance companies that the wheat was sold in large quantities, some of which was wholly uninjured, at a price much below its real value. After the fire, the wheat, it is said, belonged to the insurance companies, and if it was sold before they were consulted, the managers of the Warehousing Company have evidently exceeded the limits of their prerogative. They, it is said, held delivery receipts for a large portion of what property was damaged, and, it seems, sold the damaged wheat, while the insurance companies, it is held, are only responsible to the original insurer, but not after delivery has been given to another person of the goods insured, even although only a nominal sale in order to obtain cash advances. —*News.*

Law Report.

GOODERHAM *et al.* vs. THE QUEEN INSURANCE COMPANY—IN CHANCERY.—(Before V. C. Strong).—The bill in this cause was filed for the purpose of recovering from the defendants the amount of an alleged insurance. The bill alleges that in June, 1867, the plaintiffs applied to the Queen Insurance Company, through William Rowland, the agent of said company, to effect an insurance on a certain woollen and linen factory in the village of Streetsville. They paid to Rowland \$450 as a premium on an insurance for \$15,000, and received from him an interim receipt. A postscript to the receipt stated that the deposit would be returned by the agent in the event of the proposal for assurance being declined by the company. That if accepted a policy will be prepared and delivered within thirty days. That subject to certain conditions the insurance was effected and held good until a policy was issued, or until notice would be given that the proposal was declined. Afterwards, at the request of the defendants, the plaintiffs consented that the amount of insurance in the Queen should be reduced, the defendants or their agents getting two other insurance companies to divide \$5,000 of the risk between them. The premium paid in was never returned, nor did the plaintiffs receive any notification that the defendants did not accept the same. In January, 1868, the premises were destroyed by fire, and plaintiffs lost \$50,000. The agent, Rowland, is made a defendant to the suit. The defendants in answer set up that Rowland acted as the agent of the plaintiffs in effecting this particular insurance, and although he was the agent of the insurance company, he had instructions not to insure any risks except in a particular way. That in this case he exceeded his instructions, and therefore the defendants are not bound. The defendant, Rowland, in his answer, verifies the answer of the insurance company, and declares he notified the plaintiffs that there was no insurance on the building.

Mr. E. Blake, Q. C., and Mr. J. A. Boyd for

the plaintiffs; Mr. Fitzgerald and Mr. A. Hoskin for the defendants.

Various witnesses were called.

William Rowland sworn—States in effect that he was agent for the Queen Insurance Company in 1867, and is so still; acted as agent for the plaintiffs in effecting the insurance; that he notified the plaintiffs that the Queen would not accept the risk, and that in July, 1867, he called at the plaintiff's business place, and saw Mr. Worts, and told him he came to return the premium; Mr. Worts told him he was too busy to attend to it then, and to call again; he did not call again; he thought he had done all that was necessary; he had the money with him at the time; he kept a banking account with Morse & Co.; did not draw a cheque on them for the amount of premium, as he had it in currency; was agent for other insurance companies.

Wm. Gooderham, jr., sworn—Is not the plaintiff; had two conversations with Rowland previous to his departure for England, and after the cheque of the firm had been given for the premium. On the first occasion, Rowland said that the rate charged was not sufficient; witness said he would not pay more; nothing further was done on this occasion; Rowland did not demand the delivery of the interim receipt; the last interview took place in the same month, April, and was a repetition of the first; Rowland, at this interview, did not demand the interim receipt or offer to pay back the premium; may have said to Rowland that sooner than pay a higher rate, would take the risk; Rowland never told me, nor did I understand the risk was cancelled; am connected with insurance companies myself; if Rowland had demanded receipt, would have given it him.

Cross-examined by Mr. Fitzgerald—Rowland never told me that there was no insurance on the building, but only on the moveables; I always considered we were insured in the Queen; was amazed when they said we were not; was not aware there was only an interim receipt; thought there was a policy; left for England shortly after, and was away for four or five months. Rowland never showed me any letters received from the head office at Montreal; he told me he was astonished he could not get the head office to accept what he thought was a reasonable rate, but he would make it all right; I never read the applications produced and signed by me; do not remember how many I signed.

By Mr. Boyd—Rowland told me that the Company wanted 41 per cent; he did not say they would not take less or that the insurance was at an end.

To Mr. Fitzgerald—Gooderham & Worts were part owners of the mill; their interest amounted to over \$50,000; the mill has not been rebuilt; I have no interest in the money sought to be recovered by this suit; it was a joint stock company under the Limited Liability Act; I had paid in the amount required from me, \$6,000, so I am not liable in any way.

Andrews, sworn—Was a clerk in the employ of plaintiffs in 1867; went to see Rowland and asked for policy; this was during the summer of 1867, he said he would see about it.

Williamson, sworn—Am book-keeper for plaintiff, sent Andrews for the policy.

Wm. Davidson—Am agent for the Hartford of Hartford; knew the premises, and could have had them insured at 3 per cent.

For the Defence.—A. McK. Forbes—Am Manager of Queen Insurance Company, at Montreal; told Rowland we would rather not have such risks; did not know of any interim receipt or premium being paid until after the fire; we never re-insure; it is contrary to orders; six per cent would not have been an excessive charge for this insurance.

Wm. Rowland recalled, examined by Mr. A. Hoskin—The insurance in the British America was effected for Gooderham & Worts; I never re-insured; if any re-insurances were effected they were errors; made the application to the Western

for Gooderham & Worts; carried on a general insurance and broker's business, during 1867, besides being agent for the Queen and other Insurance Companies.

Mr. Forbes recalled—T. S. Birchall, was an agent for the Company in Toronto in 1867; he was appointed a month previous to March, 1867.

Cross-examined by Mr. Blake—Am sure he was appointed a month before March, 1867; can't say how long he was agent; it is common to have more than one agent to promote business; Chaffey was the agent before Rowland; it was not because we were dissatisfied with Rowland that we appointed Birchall; I don't say we were always satisfied with Rowland.

The Council having addressed the Court on behalf of plaintiff and defendant, respectively—

The Vice Chancellor said that the case was an important one, and the amount involved large losses. He considered that the evidence of Wm. Gooderham, jun., established the fact that Mr. Rowland had notified the plaintiffs that the defendants would not accept the risk. This evidence was corroborated by that of Mr. Rowland's. I have no doubt but that the bill, as against the Company, must be dismissed with costs. As to Mr. Rowland, when he returns the premium, the bill will be dismissed with costs as to him.

Commercial.

MONTREAL MARKET.

MONTREAL, June 21, 1870.

We have had a very dry sultry spell of weather since my last letter; Sunday, especially, was more like the climate of the equatorial regions than Canada, towards evening, however, the sky became overcast, and about 9 p. m. a sharp thunderstorm, accompanied with high wind set in, which lasted about two hours; at the same time there was a slight shower, only sufficient to lay the dust. The storm cooled the air, and the temperature this morning was more like the fall than the middle of June.

Farmers are crying out for rain, and in dry lands it is much wanted; the pastures are getting parched, and field crops will suffer, if the anxiously looked for showers do not soon come.

Without any extra amount of business to note, there is every reason for merchants to be satisfied, and all branches are now in active operation. The flour market has been especially active; ashes have been dealt in to some extent; provisions are quiet.

The number of sea-going vessels in the harbor at present is 45, equal to about 23,256 tons, most of which are up for grain to the United Kingdom. A fire occurred on board the barque Volage, on Friday, which might have been attended with serious consequences, had ready means not been at hand to extinguish it. It is reported to-day that the S.S. Georgia, which was bought by the Quebec and Gulf Ports Steamship Company to replace the S.S. City of Quebec, which was sunk by the Germany, is on shore at Cape Tormentine.

Stocks of all kinds have been in good demand. Sterling exchange for 60 day bills is quiet at 9½ to 9½.

ASHES.—The receipts from 1st January to date were: pots, 6,941 brls.; pearls, 524 brls. against 6,200 brls. of pots, and 1,345 brls. pearls in 1869. Stocks now in store 1,333 brls. pots and 55 brls. pearls. **Pots**—have hardly been so high in price this week, ruling prices being \$5.42½ to \$5.50, although some exceptional sales have been made at higher figures; there has been a fair demand for seconds at \$5.05; thirds are scarce and active at \$4.20 to \$4.30. **Pearls**—Very high prices are reported to have been paid, which has caused a good deal of activity in the pearl-ashes factories throughout the country. The price is nominally \$8.

BOOTS AND SHOES.—Business is very quiet, although a brisk season is anticipated; travellers are just about starting for the country. The prices of