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Chief Office, 19 Cornhill, London, England.

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Curred. LIVE DEPARTMENT.—For the pre-eminent advan-tages offered by this Company, see Prospectus and Circular.—S0 per cent. of profits divided among parti-pating Policy Holders. — Economy of management guaranteed by a clause in the Deed of Association.

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Surveyor-H. MUNRO, Montreal. Inspector of Agencies-T. C. LIVINGSTON, P.L.S.

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Capital paid up \$1,960,000; Reserved surplus Fund,
\$5,000,000; Life Department Reserve \$7,250,000; Undivided Profit \$1,060,000; Total Funds in hand
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\$15,250,000.
 Revenue of the Comp'y.—Fire Premiums \$2,900,000;
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 All kinds of Fire and Life Insurance business transacted on reasonable terms.
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ANNUAL INCOME OVER-£300,000 Sterling.

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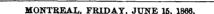
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COMMISSION MERCHANTS AND COMMISSION MERCHANTS AND USHIPPING AGENTS, purchase and sell all de-scriptions of Produce on Commission, and likewise advance on consignments of same made to their friends in London, Liverpool, and Glasgow. Also are prepared to import on Commission and on favorable terms, all description of Groceries, Drugs, Oils and Paints, having first class connections in Great Britain for the execution of such orders.

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THE TRADE REVIEW.



TEA SALE .- We call attention to the extensive Trade Sale of Green Teas, advertised to take place 22nd inst., for account of Messrs. David Torrance & Co

TWO IMPORTANT DECISIONS.

THE liability of common carriers and forwarders is a question upon which <u>Control</u> or traw nave given vory opposite doessions, and regarding which great differences of opinion exist in the public mind. Two cases have just been decided in the United States Courts bearing upon the points referred to, which are of interest to Canadian readers. The first came before the Superior Court of New York, and was brought by Mrs. Clara W. Warner against the Western Trans portation Company. This Company is duly incorporated, and carry goods by water between Buffalo and New York City. In July 1864, Mrs. Warner sent by their line from Buffalo two trunks, two chests, and two boxes. The instructions were, that they should go by water, and that they were to be re-shipped at New York on a steamboat for Stamford, Connecticut. Nothing was said by the Plaintiff regarding the value or nature of the contents of the boxes, and they were only paid for at the rate of common freight-75c per 100 lbs. The goods did not arrive at Stamford for one month after shipment, and when Mrs. Warner, who was about to proceed on a bridal tour, opened the boxes, she found they had been broken, and all her most valuable wedding presents abstracted. Among the articles sworn to as missing were the following: A valued gift from Mrs. Fillmore, wife of ex-President Fillmore; a diamond ring, a necklace, and a parasol, valued at \$128; one lace shawl, \$250; one lace veil, \$110; a diamond ring and pearl box, \$206; one silk dress, \$240; and many other similar articles, the total value of which was sworn to be over \$5000. The defendants moved for a dismissal of the suit on the following pleas:

following pleas: First—That the contract was to deliver the trunks, boxee, &c., on board the Stamford boat, their liability as common carriers having then ceased, and their liability afterward being merely that of forwarders, and it not appearing affirmatively that the loss had happened before the goods were placed on the Stam-ford boat, but the presumptions from the evidence already being that it was afterward. Second—That the contract of the Company was to carry merchandise, and not jewelry, and articles as valuable as jewelry; it was ridiculous to suppose that they would insure goode of that value at the same price as ordinary merchandise; and, thereforo, *Third*—It was a fraud on the Company, on account of which the plaintiff could not recover. The Court refused to dismiss the case on these

The Court refused to dismiss the case on these

grounds, and the defendants then endeavored to prove that the boxes were delivered on board the steamboat for Stamford in as good order as they received them. Notwithstanding the fact that they were not aware of the character of the contents, the Judge charged the

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Montreal.

Montreal, June 1, 1866. 20

jury that, as the defendants had undertaken to convey them to New York, they were responsible for their safe keeping, and that if the jury believed the evidence of Mrs. Warner and others as to the value of the articles shipped, and that the robbery had taken place between Buffalo and New York, they must find a verdict for the plaintiff. This was accordingly done in the sum of \$1600.

The second case was tried in the Supreme Court of Missouri, and was against the Western Union Telegraph Company. The plaintiff was a Mr. John Barr, and it appears that he sent a message by this Telegraph Company to New York, ordering his correspondent there to send a cargo of salt "by vessel" to Chicago. When the message arrived in New York, it read "by railroad" instead of "by vessel"; the result was, that the cargo cost the plaintiff \$1,000 more than it otherwise would have done. The defendants rested their defence principally on the fast that they were not liable, because "the message was not repeated part from the station at which it was delivered to the station from which it was originally sent," according to the Company's rules and regulations. At a previous trial, the Lower Courts decided that the Telepranh Company was liable as a common carrier, and that their rules and regulations could not limit their liability in the matter. The Supreme Court, however, took exactly the opposite view, and it was held that there was no reason why they could not limit their liability, and that there was nothing unreasonable in their declaring they would not be responsible for un-repeated messages. The plaintiff knew the Company's regulation; he could easily have ascertained the correctness of his message at a trifling cost, and in failing to do so, he took the risk himself. The Supreme Court of the State accordingly set aside the ruling of the Court below, all the Judges concurring.

THE TIMBER TRADE.

HE timber trade, in consequence of the repeal of

HE timber trade, in consequence of the repeal of import duties, is undergoing a change in England. The Customs-house officials no longer take the mea-sure of timber cargoes, which were formerly bought and sold both in England and on the continent on the strength of the government measurement; and con-sequently the basis upon which nearly all the mercantile transactions were formerly negotiated has been up-set, and the greatest inconvenience is felt, especially at those outposts where there are no public docks. The Treasury department having declined to measure tim-ber or wood, this service falls on one of two parties, namely, the ship-owners or consigners ; and a dispute has already arisen as to who shall pay the charges of the measurement. Ships chartered before the repeal of the duty was made known on arrival in the Forts of the United Kingdom have to discharge by involce or Bills Lading where no agreement can be come to. Had these vessels arrived before the Custom's Mea-surement gave up the service, the freight would have been fixed on the official figures, and neither party would have had to pay for the work performed. The importer being relieved of the tax of 1s. per load on by shipowners they ought to pay the charges of mea-surement on cargoes afloat. But some merchants demand delivery as per invoice, and if the shipmaster insisted on measurement the Charges should be paid by she ship; and as in the Canadian trade the out-put is in excess by calliger measurement, the ship has to lose a part of her freight, or pay the expenses of mea-surement. In several instances the expenses of mea-surement. In several instances the expenses of mea-suring teak cargoes have already been divided between the shipowner and consignee. The proper course is to have a clause in the charter to have cargo measured at consignee's expense. The Chambers of Commerce have taken up the matter, and are appointing officers at fixed salaries to perform the business.