

## THE COMMERCIAL UNION ASSURANCE COMPANY,

Chief Office, 19 Cornhill, London, England.

Capital, \$12,500,000. Invested, over \$2,000,000

**FIRE DEPARTMENT.**—The distinguishing feature of this Company is the introduction of an equitable adjustment of charges, proportionate to each risk incurred.

**LIFE DEPARTMENT.**—For the pre-eminent advantages offered by this Company, see Prospectus and Circular—80 per cent. of profits divided among participating Policy Holders.—Economy of management guaranteed by a clause in the Deed of Association.

MORLAND, WATSON & CO.,  
General Agents for Canada.

FRED. COLE, Secretary.

Office, 385 and 387 St. Paul street, Montreal.

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

T. JAMES CLAXTON & CO.,

MAY 25 TH.

WE have received over

ONE HUNDRED PACKAGES

ASSORTED DRY GOODS

During the past three weeks. COTTON GOODS will be sold at market value. All orders will receive prompt attention.

CAVERHILL'S BUILDINGS,

59 St. Peter St.,

Montreal.

## THE LIVERPOOL AND LONDON AND GLOBE INSURANCE CO.

Chief Offices.—Liverpool, London, Montreal.

CANADA BOARD OF DIRECTORS.

B. Anderson, Esq., chairman, (Pres. B. of Montreal)  
Alex. Simpson, Esq., Dep. chairman, (Ch. Ontario Bk)  
Henry Starnes, Esq., (Manager Ontario Bank)  
Henry Chapman, Esq., (mer.) R. S. Tylee, Esq., (mer.)  
E. H. King, Esq., (General manager Bk of Montreal.)  
Capital paid up \$1,950,000; Reserved surplus Fund,  
\$5,000,000; Life Department Reserve \$7,250,000; Un-  
divided Profit \$1,050,000; Total Funds in hand  
\$15,250,000.

Revenue of the Comp'y.—Fire Premiums \$2,900,000;  
Life Premiums \$1,060,000; Interest on Investments  
\$800,000; Total Income, 1868, \$4,750,000.

All kinds of Fire and Life Insurance business transacted on reasonable terms.

Head office, Canada Branch, Company's buildings,  
PLACE D'ARMES, MONTREAL.

1-ly G. F. C. SMITH, Res. Secretary.

WEST BROTHERS,

TEAS AND TOBACCOS,

Wholesale,

9 St. John Street,

Montreal.

LIFE AND GUARANTEE ASSURANCE.

THE EUROPEAN ASSURANCE SOCIETY.

Empowered by British and Canadian Parliaments.

SUBSCRIBED CAPITAL—£750,000 Stg.

ANNUAL INCOME OVER—£300,000 Sterling.

HEAD OFFICE IN CANADA—MONTREAL.

EDWARD RAWLINGS,  
Secretary.

SINCLAIR, JACK & CO.,

WHOLESALE GROCERS AND COMMISSION MERCHANTS,

Importers of East and West India and Mediterranean Produce,

Have removed from St. Andrew's Buildings, St. Peter Street, to 413 St. Paul Street, opposite the Custom House, premises so long occupied by William Darling & Co.

Montreal, 30th April, 1866,

1-ly

## THE HOME AND COLONIAL ASSURANCE COMPANY, Limited.

Chief Office, 69 Cornhill, London, England.

Authorized Capital, \$10,000,000. Issued \$5,000,000. All kinds of Fire and Life Insurance business transacted on reasonable terms.

Losses promptly and liberally adjusted without reference to England. General Agents for Canada,  
MESSRS. TAYLOR BROTHERS.

All Premiums received in Canada, invested in the Province.

HEAD OFFICE—CANADA BRANCH,

Royal Insurance Buildings, tower entrance, upstairs.

TAYLOR BROTHERS,  
Brokers for Sale and Purchase of Stocks, Securities and Real Estate.

Brokers and Commission Merchants for purchase and sale of Produce.

Special Correspondents for the Merchant Banking Company of London (Limited).

Royal Insurance Buildings, tower entrance, upstairs. 10-ly

WILLIAM NIVIN & CO.,

COMMISSION MERCHANTS AND

SHIPPING AGENTS, purchase and sell all descriptions 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.

Montreal, St. Sacrament and St. Nicholas streets.

## THE TRADE REVIEW.

MONTREAL, FRIDAY, JUNE 15, 1866.

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 the LAWYERS have given very opposite decisions, 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 Transportation 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:

First—That the contract was to deliver the trunks, boxes, &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 Stamford 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 goods of that value at the same price as ordinary merchandise; and, therefore,

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 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

## MORLAND, WATSON & CO., IRON MERCHANTS,

IMPORTERS OF ALL DESCRIPTIONS OF

HEAVY AND SHELF HARDWARE,

IRON, Steel, Pig Iron, Boiler Plates, Anvils, Chains, Axles, Powder, Shot, Paints, Oils, Glass, Cordage, Machine Rubber Belting, Oak Tanned Leather Belting, &c., &c.,

MANUFACTURERS OF ALL DESCRIPTIONS OF

S A W S ,

MOCOCK'S CELEBRATED AXES, EDGE TOOLS, &c.,

MANUFACTURERS OF

BAR AND SHEET IRON,

CUT SCRAP NAILS,

Pressed, Clinch, and Finishing Nails, &c.

General Agents in Canada for the Commercial Union Assurance Company of London, England.

Agents for the National Provincial Marine Insurance Company of London, England.

Warehouse and Offices, 385 and 387 St. Paul Street, Montreal.

Montreal, June 1, 1866.

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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 \$1800.

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 fact that they were not liable, because "the message was not repeated 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 Telegraph 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.

THE timber trade, in consequence of the repeal of import duties, is undergoing a change in England.

The Customs-house officials no longer take the measure of timber cargoes, which were formerly bought and sold both in England and on the continent on the strength of the government measurement; and consequently the basis upon which nearly all the mercantile transactions were formerly negotiated has been upset; and the greatest inconvenience is felt, especially at those outposts where there are no public docks. The Treasury department having declined to measure timber or wood, this service falls on one of two parties, namely, the ship-owners or consignors; 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 Ports of the United Kingdom have to discharge by invoice or Bills Lading where no agreement can be come to. Had these vessels arrived before the Custom's Measurement 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 hewn and 2s. per load on sawn timber, it is supposed by shipowners they ought to pay the charges of measurement on cargoes afloat. But some merchants demand delivery as per invoice, and if the shipmaster insisted on measurement the charges should be paid by the ship; and as in the Canadian trade the out-put is in excess by calliper measurement, the ship has to lose a part of her freight, or pay the expenses of measurement. In several instances the expenses of measuring 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.