

terest may appear, to be declared on receipt of invoice, and for bill of lading, at market value with 10 per cent. added, limit per any one steamer £3,000." There are then printed provisions in which the company promises and agrees that the insurance shall commence when the goods are laden on board the said ship, or vessel, craft or boat, as above, and continue until discharged and safely landed at as above, and that the adventures and perils which (among others specified) the insurers are to bear and take, are "all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid subject matter of this insurance or any part thereof." And in the margin is attached a slip, partly printed and partly written, in these words: "In the event of loss or damage prior to declaration held covered at market value 10 per cent. added." And in the margin are written these words: "This policy does not cover any loss or damage caused by an interruption in the working of the refrigerator machines."

Upon the receipt of the telegram announcing the shipment, the plaintiff's agent at Manchester made "declaration" to the insurers of the goods, and thereupon they seem to have become covered by the policy. Under the written words of the policy, and notwithstanding the printed ones quoted, the insurance, after declaration, seems to have been, lost or not lost, by rail from St. Mary's to Portland, and thence to any port in the United Kingdom of Great Britain and Ireland to which the particular goods were shipped.

The goods in question were delivered to the defendants on the 16th day of April, 1901, to be carried by them, by rail, from St. Mary's to Portland in the State of Maine, and thence by way of Liverpool, to Manchester. On the 18th day of that month they were injured, to the extent of about \$488, through the negligence of the defendants' servants while in transit over the defendants' railway, in the Province of Quebec, on the way to Portland.

On the 19th day of the same month the plaintiffs sent to their agent this message: "We have shipped eighty boxes of butter by the steamship Numidian; declare insurance;" and the insurance seems to have been effected accordingly; neither principal nor agent having any notice of the injury to the goods.

On the 23rd day of the same month the plaintiffs wrote to their agent to return the bill of lading, and "cancel the declaration you may have made for marine insurance," as they had been advised that the goods had been destroyed in an accident on the way to Portland.