

\$5,000. Nothing further transpired between the brokers and the defendants at that time, beyond the simple making the application and acceptance of the risk. Shortly afterwards the defendants made out the policy and sent it to the office of I. F. Dobson & Co., in New York City. I. F. Dobson & Co. sent it to the plaintiffs, and received the premium from the plaintiffs, but never paid it to the defendants, and subsequently failed. On October 2nd, 1867, the defendants demanded the premium of plaintiffs on penalty of cancellation of policy, and payment not being made, defendants' secretary accordingly notified plaintiffs that the policy was cancelled for non-payment of premium. To this plaintiffs reply, claiming that the premium had been paid to defendants' agents, and insisted upon holding defendants liable upon the policy. Defendants' secretary replied, denying that the agents in question were the agents of the Company. The plaintiffs thereupon brought this action to recover back the premium alleged by them to have been paid to defendants on the ground of the policy having been cancelled. The defendants' officer testified that they had never employed I. F. Dobson & Co. in this or any other case; that they had at different times taken risks which had been brought to them by these brokers; that it had been and was customary with them to allow a rebate of ten per cent. on the premium when it was paid, in favor of the insured, whether the application was made through a broker or by the insured directly, and that they had nothing to do with what disposition was made of this rebate as between the insured and the broker, or what allowance was made to the broker by the insured. In this case it appears that the brokers received from the plaintiffs the entire premium, less 5 per cent. This was understood to be a test case, there being upwards of \$50,000 of insurance obtained for these plaintiffs in various companies by the same brokers in the same way. This case was submitted to the District Court of New York by counsel in written points, and the time extended by adjournment, by consent, to give the justice sufficient time to examine the questions involved.

Judgment has now been rendered for the defendants.

**STATISTICS OF ENGLISH INSURANCE OFFICES.**—The *Post Magazine Almanac* for 1863, contains the title, object, place of business, and office address of every insurance company in Great Britain and Ireland. The list foots up 206, of which 111 are life, annuity, endowment, government annuity, &c., and 94 fire, or fire and marine, or fire, life and marine. In another list of 113 life companies with rates of premium, days of grace, &c., we find that 24 of them have been organized since 1860. This is not quite equal to the American growth, as they produced 33 in the year 1867 alone. Twelve fire companies "retired" in 1867. Three fire and three life and health companies were "transferred," 14 changed, their place of business, and 10 new companies were founded. The tabular summary of the formation of assurance companies from the year 1844 to the year 1867 inclusive, is a history of itself. During these 23 years, 678 companies were projected, 344 founded, 319 ceased to exist, 15 were amalgamated, 206 were "transferred" or swallowed by other companies, and 59 are winding up in chancery. For the year ending Dec. 12, 1867, 18 companies were projected and 7 of them have gone into business. Of these 18, 10 are life companies.

**FIRE RECORD.**—Barrie, February 14th.—The small stores occupied by Root, Canios and the Misses Kent, a store-house rented by E. S. Meeking, containing a considerable quantity of furniture belonging to E. A. Walker, and Crowe, station master; also, a portion of Bennett's buildings. Bennett's loss is estimated at \$1,800, covered by insurance; the three small stores, where the fire originated, were insured for \$600 only a few days previous, and the damage to the occupants was but small. Meeking's goods, etc., were damaged by removal to the extent of from \$400 to \$500—covered by insurance.

Woodstock, February 19.—Four frame build-

ings: James Gunn, grocer, insured on stock for \$1,000, and \$1,000 on buildings, in Western Assurance Company, no insurance on furniture; Geo. Harwood, baker, etc., \$1,000 on furniture and stock, in the Gore Mutual Insurance Company; W. B. Teeple, grocer, \$850 on stock and furniture, Liverpool, London, and Globe Insurance Company; Alex. McKay, tailor, \$1,200 on buildings, in North British and Mercantile and Provincial Insurance Companies—none on furniture. Mr. McKay's loss is about \$2,500.

Ottawa, February.—The grocery store of Jno. Lyon; furniture partially removed; the entire stock on the premises was worth about \$1,200—partially insured. The building was owned by Mr. Wills, of Ottawa.

Prince Edward Co.—Willson's flouring, carding and fulling mills, with contents, no insurance; supposed to be the work of an incendiary.

Montreal.—The store of Malboeuf & Co., Notre Dame Street. The flames were subdued, but great damage was done by water, amounting to from \$10,000 to \$12,000, a portion of which is said to be insured in the Commercial-Union Co. There is likely to be an investigation.

Oakville, Feb. 21.—On Sunday, the 23rd, a fire broke out in a three-story brick building, owned by James Arnot, and immediately communicated with a similar building adjoining, owned by John Barclay, both of which were entirely consumed; also frame buildings east and west thereof, were consumed, and but for the strenuous efforts of the people present, much of the business part of the town must have been destroyed. As to losses and insurance—John Barclay, loss on building, \$3,000; insured in the Royal for \$2,000; loss on stock not ascertained, being partly saved; insured in the Provincial for \$2,000, and in the Western of Canada for \$2,000. James Arnot, loss on building \$3,000; insured in the Western of England for \$2,000; loss on stock not ascertained, being partly saved; insured in the Royal for \$2,000. J. C. Morgan, loss on library, piano and furniture, amounting to \$1,500; no insurance. John A. Williams, loss \$400; no insurance. Hiram Cronkey, loss on building, \$500; no insurance. Geo. E. Heller, loss on stock, furniture and tools, amount not ascertained, being partly saved; insured in the Waterloo Mutual Fire Ins. Co. for \$630. John A. Williams, insured in British American Insurance Company for \$200. W. G. Hewson, clerk, loss of clothes and relics, \$600; no insurance. Edgar Skelly, clerk, lost all his clothing; no insurance.

Pinkerton, Co. Bruce, 16th Feb.—House and blacksmith shop of — with nearly all the contents; insured for \$300.

Arthur Township, Wellington Co.—House of Mr. Ferman, and contents; loss \$1,000, including \$370 in bills; no insurance.

Prince Albert, Feb. 14.—Geo. White's wagon and carriage shop, and Saunderson's dwelling house adjoining; White insured; Saunderson not insured.

Montreal, Feb.—Carriage shop of A. Des Lauriers; insured.

St. John, Feb. 18.—House and barn of W. J. Tobin, with contents; insured for \$1,500.

### Railway News.

**BROCKVILLE AND OTTAWA RAILWAY CO.**—It is said that a compromise has been effected of this nature. 1st. All ordinary bondholders, except those who hold preferential bonds, were to receive twenty-five cents on the dollar. 2nd. Holders of ordinary bonds who are also holders of preferential bonds would receive fifty cents on the dollar. 3rd. All stockholders would receive ten cents on the dollar. 4th. These several amounts would be received in new stock to be issued by the Company, and all the old stock and old bonds cancelled. 5th. The Trustees managing the road would give up the management to the hands of the Company.

Resolutions confirmed this compromise and bound the meeting to support the passage of the Act now before the Assembly of Ontario, on these terms.

**RAILWAY TRAFFIC.**—The following are the total earnings of the different railways of the Dominion for the month of January:—

	1868.	1867.
Great Western.....	\$316,325	\$302,930
Grand Trunk.....	455,270	432,615
London and Port Stanley.....	2,011	2,079
Welland.....	1,656	3,416
Northern.....	27,690	24,093
Port Hope L. & B. & P. B.....	7,637	7,417
Brockville and Ottawa.....	8,863	6,486
St. Lawrence and Ottawa.....	9,652	6,849
New Brunswick and Canada.....	2,713	4,442
European and N. America.....	11,450	8,228

**NORTHERN RAILWAY.**—Traffic receipts for the week ending Feb. 15, 1868:—

Passengers.....	\$2,230 01
Freight.....	4,586 94
Mails and sundries.....	190 99

Total receipts for week..... 7,007 94  
Corresponding week, 1867..... 8,234 35

Decrease..... \$1,226 41

**GREAT WESTERN RAILWAY.**—Traffic for the week ending Feb. 7, 1868:—

Passengers.....	\$19,667 12
Freight and live stock.....	43,997 51
Mails and sundries.....	3,443 02

Total..... 67,107 65  
Corresponding week, 1867, 66,954 57

Increase..... \$153 08

**RAILWAY MEETING AT BRAMPTON.**—A meeting was held at the above town on the 14th inst., to take into consideration the propriety of granting a bonus to the Orangeville Tramway Company. A delegation from Orangeville addressed the meeting and stated that the Company had in bonuses and stock \$42,000. A resolution was adopted pledging the meeting to support the scheme, and recommending the Councils of Brampton and Chingacousy to submit by-laws to the electors at an early day, granting liberal bonuses to the undertaking.

### Mining.

**NEW GOLD SAVING PROCESS.**—Mr. H. Kelly, 34 Pine Street, New York, for three years manager of the Virginian Gold Belt Mine, situated on the Potomac twelve miles from Fredericksburg, and who is now the agent of the Company in New York, gives a most favourable account of the amalgamating process invented by Van Buren Ryerson, its actual value already having been proved by four week's constant use. The yield of this mine has rarely exceeded eight dollars per ton, but under the new system the average has been thirty dollars, which is but three per cent. less than the assay. Twenty tons of ore from a Carolina mine were shipped last week to the new mill at the Gold Belt works, and the yield which, in Carolina had not exceeded four dollars, by the new process was increased to twelve dollars. This difficulty in treating the Virginia ore was the excess of sulphur which has generally been the enemy of progress in mining regions, and is the source of both trouble and loss in our Madoc gold fields. Ryerson's patent is for the use of superheated steam, which is steam heated up to a temperature of twelve hundred degrees, and to which the crushed ore is exposed for fifteen minutes before the quick-silver is used. Mr. Ryerson claimed that his process would overcome all previous difficulties, and enable the amalgamator to extract the entire assay, and the result seems to have justified his expectations. He used a shaking bath 30 feet in length, and with a very peculiar movement, but one distinctive feature of this process is the superheated steam. The crusher used at the Gold Belt mill is Brown's Roston Machine, which crushes 15 tons a day; it does not work with stamps, but by a centrifugal movement makes rock crush rock. The cost of crusher was about \$1,000, the price of Ryerson's machine was \$1,500 with a royalty of \$5,000. We understood Mr. Kelly to say distinctly that a five-horse engine was all the power required, but this was an error.