In the mean time, active preparations are being made to bring the mineral to such a test as may put an end to the doubts of both these parties, and realize the hopes or fears of the operators. Messrs. Taylor & Scott expected to be in condition to commence the work of reduction this day, though it will probably be to-morrow or Wednesday before they can get fairly into operation. Messrs. Turley & Gilbert's operator, Mr. Marsh, has nearly completed a large amalgamating vessel, and as soon as it shall be finished, that establishment will also go into operation, so that I hope that next week I shall be able to give you some definite information respecting the yield of some of our mines.

In Elzevir, the work of mining is being carried on with great spirit. The Hon. Mr. Flint is erecting a mill at the Carleton Mine, which will run six stamps of 800 lbs. each. The company who are working on No. 4 in the 6th Concession intend to build a mill for themselves, and one is going up at the Barry Mine. The "lead" at the Keller Mine was interrupted for a little distance, but has been got again; reported richer than before. Harrison & Co. have opened a new shaft, and Mr. Walton has commenced to mine in a new spot. I last week assisted the latter gentleman to reduce some amalgam, and got out a nice little button of gold, which he had obtained by sluicing the surface soil where it was only six inches deep upon the face of the rock.

The Richardson Mining Company are pushing forward their work with all possible speed. The first instalment of their machinery arrived at Belleville from Montreal last week, and has been forwarded to the mine. It consists of a ten stamp mill. They intend to follow it up with others to the amount of forty stamps if necessary. It will be some three months before it can be brought into operation; but in the mean time they will have some of their ore reduced by Messrs. Taylor and Scott.

I have heard rumors of some rich discoveries having been made, but shall defer particularizing until I have an opportunity of verifying them.

At a meeting of the County Council of Hastings last week, A. F. Wood, Esq., Reeve of Madoc, in alluding to the readiness with which the Manager of the Commercial Bank in this place had met the requirements of the County on several occasions, expressed his perfect confidence in the stability of the Bank, and his regret that rumors injurious to its credit should have got into circulation. The Warden of the County, G. H. Boulton, Esq., M. D., the Hon. Billa Flint, Reeve of Elzevir, and N. S. Appleby Esq., Reeve of Tyendinaga, signified their entire agreement with the remarks made by Mr. Wood, in which the rest of the councillors unanimously concurred.

MADOC GOLD.—The following speaks for itself:—"Toronto, Oct. 9, 1867.—A piece of quartz was submitted to me for assay, by T. D. Ledyard, in which, with the aid of a powerful glass, I could see no trace of gold or silver, but upon assaying 3 ounces of the quartz, I obtained from it 1½ grains of fine gold, which is equal to 30 ounces to the ton, value $630; also, from the same I obtained 4 grains of fine silver, equal to 83 ounces 6 dwt. 16 grains to the ton, value $112 46—making the total value of the ton of quartz to be $742 46—reckoning the value of the gold to be $21 per ounce, and the silver to be $1 35 per ounce. E. MORRISON, Assayer."

Law Report.

LIABILITY ON ASSIGNED POLICY.—*Livingstone* v. *Western Assurance Company*.—An important point came before the Court of Chancery for decision. Plaintiff was the mortgagee of one Porte, for $300, upon a building in K. The mortgage contained a provision for the insurance of the premises by the mortgagor to the extent of the mortgage debt, and in case of his failing to insure, then that the mortgagee might do so, and charge the premiums to the mortgagor. The building mortgaged was insured with defendant, and was destroyed by fire. The policy contains a provision for its becoming avoided in case of subsequent insurance at another office. Porte did, after the date of this policy, insure the same building at another office, and the defendants contend that the policy became thereby vitiated.

Spragge, V. C., in giving judgment, said:—The question that I have to decide arises out of the peculiar form of the policy. In words it insures Porte, and the words "the assured," in the paragraphs which I shall have to refer to, mean Porte. This is clear from the use of the words in the description of the building insured, which is stated to be "owned and occupied by assured," it being, in fact, owned by Porte, subject to the plaintiff's mortgage, and in fact occupied by him. The plaintiff relies upon this provision in the policy: "In the event of loss under this penalty, the amount the assured may be entitled to receive shall be payable to A. Livingston, mortgagee." He refers me to the case of *Burton* v. *The Gore District Insurance Company*, and contends that upon the whole policy the plaintiff is the assured. Upon a careful consideration of the whole instruments, and of the law bearing upon contracts of insurance, I agree with him.

To consider first the nature of the contract of insurance—it is certainly a contract to indemnify. It is thus defined by Mr. Phillips in his treatise on the subject:—"Insurance is a contract whereby for a stipulated consideration one party undertakes to indemnify the other against damage or loss on a certain subject by certain perils." In the *Sadler's Co.* v. *Babcock* (2 Atk. 554), a case of insurance against fire, Lord Hardwick thus stated the principle: "To whom or for what loss are they to make satisfaction? Why to the person insured, and for the loss he may have sustained; for it cannot properly be called insuring the thing, for there is no possibility of doing it, and therefore must mean insuring the person from damage." Mr. Angell, in his treatise, defines the principle in these terms:—"The principle of indemnity is the general principle which runs through the whole contract of insurance. A contract of indemnity is given to a *person* against his sustaining loss or damage, and cannot properly be called one that insures the the *thing*, it not being possible so to do."

To enlarge a little upon the principle, and to apply it to this case.—The substance of a contract of insurance is to pay to the extent of a sum of money named, in the event of damage by fire, to a certain building; to pay to some person. Is not the person to whom the money is made payable the party assured? Is it not he that is the party indemnified, another word for assured, against loss? Then what is the legal effect of this policy? Is it not a covenant by the Company to pay Livingston to the extent of $300 in the event of a certain building being damaged by fire? and, if so, is there any other person to whom the terms, "the assured," can properly be applied? The calling Porte by that term, can make no difference, if upon a proper construction of the instrument, Livingston, and not Porte, is the party to be indemnified, that is, "assured;" and the instrument is explicit upon that head. It was Livingston who was to be paid in the event of loss. Porte was to receive nothing, and therefore in no proper sense of the term could he be the assured, but Livingston only.

But a question is made upon the terms of the clause by which the insurance money is made payable to Livingston, and the sense in which the term "the assured" is used in that clause, may aid in its construction. There is in this clause, read literally, a contradiction in terms. It provides that the amount "the assured may be entitled to receive," shall be payable to Livingston. By the assured is meant Porte, as I believe, but he was not to be entitled to receive, but Livingston. It is a verbal inaccuracy. The obvious meaning is, the amount that Porte would, but for Livingston's title, as mortgagee, be entitled to receive, shall be payable to Livingston. The question is, What is meant by this? The defendant gives it this meaning: that Livingston was only to be entitled in case Porte should be entitled; that his rights was subrogated to those of Porte; and that in the event of anything occurring to defeat Porte's right, if he had been the party to receive the money, Livingston's right should fall with it. At the argument, I was inclined to adopt this construction. But the words are open to another meaning, viz.: that it is a form of expression rendered necessary, or, at least, used by reason of Porte being called the assured. The thing to be expressed was, that Livingston was to be the party to receive the money,—but what amount of money? It would not do to say, the said sum of $300, because the sum payable might be only the half or the quarter of that sum, according to the loss sustained. The same meaning, if that was the meaning, might, to be sure, have been expressed in other words; and, therefore, it is not certain that such was the meaning of the parties. In the connexion in which they are used, they were intended either to point to and to restrict the *amount* to be received or to qualify the right of the party entitled to receive; the words may mean the one or the other. Certainly they are not necessarily a qualification of the right to receive.

Then to look at the nature of the contract: a contract to pay Livingston $300 in the event of a house occupied by one Porte—miscalled the assured—being damaged by fire. If that be the true nature of the contract, as in my judgment it is, it would be wrong to put that construction upon the clause which would make Livingston the party really assured, subject to have his title to the assurance money defeated by some act of Porte, which, by the terms of the contract, would defeat it only if made by the party assured. The parties might certainly have so provided, but it would have been an unreasonable, inincongruous provision; and the Court will not, while the words are freely open to another construction, so construe them as to make the instrument unreasonable and incongruous. My opinion is, looking at the whole instrument, its real nature and its legal effect, that the proper construction of the words is to hold them not to be a qualification of the plaintiff's right to receive the assurance money as is contended for by the defendants.

Putting that construction upon the clause in question, the instrument must be read as a contract to insure Livingston to the extent of $300, if the building insured and damaged by fire to that extent or to such less extent as the the building might be damaged, and the case has not to encounter the difficulty which existed in *Burton* v. *The Gore District Mutual Insurance Company*; that case, however, is in point in this way:—there was not in that case, on the part of the assurers, any direct contracts with Burton and Sadleir, the assignees of the assured. There was an assignment assented to by the assurers, and from thence springs an implied contract to assure the assignees; a contract which was held not to be affected by acts of the party originally assured, though acts which, but for such assignment, would have vitiated the policy *in toto*. In like manner in this case, the contract is not expressed to be directly with Livingston; but, I think, such contract arises by implication more clearly than in the case referred to. The consequence must be the same in this case as in that. The contract cannot be impaired or affected by the act of any other than the party really assured.

Railway News.

RAILWAY FROM BRANTFORD TO HARRISBURG.—A very large and influential meeting of ratepayers was held in the Town Hall, Brantford, on Tuesday evening last, in accordance with the request of a numerously signed requisition to the Mayor, to take into consideration the best means of raising funds to build a Branch Railway from Brantford to Harrisburg.

The Mayor read the requisition, signed by over 300 of the largest property holders in the town.

Mr. W. Matthews then moved, seconded by Mr. John Comerford,

"That a branch of the Great Western Railway, from Harrisburg to this town is of the first importance to the interests of Brantford, and this meeting urges the Corporation to make an immediate offer to the Great Western Railway Company to aid in its construction."

The above resolution was put to the meeting, and carried unanimously without discussion. It was then

Moved by Mr. G. S. Wilkes, seconded by Mr. W. Matthews,

"That it is expedient to provide the necessary means for the construction of the Harrisburg Branch, on the part of the Town of Brantford, by selling sufficient bonds of the Buffalo, Brantford and Goderich Railway Company, held by the Corporation, to provide the required amount."

In supporting the resolution, Mr. Wilkes went on to portray the advantages that would arise to the Town of Brantford by having a Branch Railway to Harrisburg, instead of to Lynden, for then they would be in direct communication with the country lying to the north-west of them, and when the North-Western Railway was completed to Owen Sound, it would be found of immense benefit to have the Branch connect at Harrisburg.

He explained his scheme for the raising of the funds to carry out the undertaking, which was to sell all the bonds held by the Town in the Buffalo, Brantford and Goderich Railway, except so many as would bring sufficient interest to pay the Government the Town's yearly indebtedness to the Municipal Loan Fund—$2,900. He contended that the Town had a perfect right to dispose of the bonds, and the Amalgamation Act of last session did not affect them. He thought the bonds could be sold at from 68 to 71 cents on the dollar in the English market, as they were quoted at that on the stock exchange. He urged immediate action in the matter, and again repeated in answer to a question, that the 12th section of the Amalgamation Act secured