

ever, she must be laid up. She may be laid up anywhere, whether in an inland port or an ocean port—but, wherever laid up, it must be in a place of safety, & removed from an extra hazardous building. Looking at the whole clause, it seems to me that the words "running during the season of navigation" are mainly used in contrast with the words "laid up during the winter months." She is only covered by the clause whilst, during the season of navigation, she is running, & whilst, during the winter months, she is laid up in a place of safety. This it seems to me, is the true construction of the clause. It gives a natural & reasonable meaning to each of its words, & it does not necessitate, as the 1st interpretation does, the insertion of the additional stipulation to which I have referred in order to give effect to it. If the view I take is incorrect, & the 1st interpretation is the right one, if it is not necessary that during the season of navigation the vessel should be in actual use, if all that was contemplated by the parties was that during that season the vessel should exist in situ whether running or laid up, then she might be laid up anywhere, whether in a place of safety or not; she might be anchored or even let run adrift upon the open lakes; she might be moored or hauled up high & dry in immediate proximity to any factory or building, no matter how dangerous such proximity might be. Surely as I view it, this consideration alone shows the untenable character of the ground upon which the judgment below is based.

One other point remains. It is contended that the stipulation contained in the words "whilst running, etc.," is a condition within the meaning of the Ontario Insurance Act; & inasmuch as it varies from or is in addition to the conditions by that Act made statutory, the policy should comply with sec. 115 of the Act, which provides that such variations or additions should be printed in conspicuous type & in ink of different color. So far as this point is concerned, I entirely agree with the view taken by the learned Chief Justice of the Court of Appeal & Mr. Justice Osler. The stipulation in question is in no sense a condition, but rather a description of the subject matter insured. It is & is descriptive of & has reference solely to the risk covered by the policy & not to the happening of an event which by the statutory conditions would render the policy void. The statute therefore does not apply. On the whole, I am of opinion that the appeal should be allowed & the action dismissed, all costs to follow in the usual course.

The Chief Justice & Gwynne, King & Girouard, J. J., concurred.

The G.N.T. Co. has since been refused special leave to appeal to the Judicial Committee of the Privy Council, though we do not know on what ground. In perusing Judge Sedgwick's judgment it will be noticed that nearly the whole of it deals with the construction of the clause under the policy "whilst running, etc.," while what appears to be one of the most important points in the case is

disposed of in the two concluding paragraphs. Plaintiff's counsel contended that the stipulations contained in the words "whilst running," if of sufficient force to override the fixed time limit of one year mentioned in the Act, must be a condition, & that, being a condition, it was a variation or addition of the statutory conditions & should, therefore, have been endorsed in accordance with the provisions of the Insurance Act. The Supreme Court disposes of this by saying that though these words have this very powerful effect they are nevertheless merely a description of the subject matter insured. Plaintiff's answer to this has always been that if these words have the force of a condition they must be treated as a condition. It would seem that if stipulations of this nature are binding when inserted as a description, it would be possible to get round the Insurance Act in a great many cases, & logically it would be possible to insert a stipulation as to incumbrances in a similar manner, & so the Baltic might have been described as "while unincumbered & while running, etc." The point has, however, in spite of full argument, received such scant attention both from the Supreme Court & from the Chief Justice of the Court of Appeal & Mr. Justice Osler, who took the same view, that it is a very great question whether the decision will carry much weight in this respect in future.

Dominion Supplementary Estimates.

The supplementary estimates recently submitted in the House of Commons contain a large number of items especially relating to the transportation & allied interests, which are extracted as follows:—

ADMINISTRATION OF JUSTICE.

Counsel & solicitor's fees before Privy Council, Madden vs. Nelson & Fort Sheppard Ry. Co.; intervention of Attorney-General of Canada \$ 2,000 00

INTERCOLONIAL RY.—CAPITAL ACCOUNT.

Increased siding accommodation	\$90,000 00
Increased station accommodation	15,000 00
Sea wall & cribwork protection to banks on line of Cape Breton Ry.	10,000 00
Increased accommodation at Levis (revote \$34,000)	80,000 00
Elevator at St. John, N.B. (revote \$40,000)	114,000 00
Increased accommodation at St. John, N.B. (revote)	49,600 00
Indian town Branch, to pay amount of award of W. Shanly of \$34,675.23 & interest from Dec. 1, 1886, to July 1, 1899, to Hon. J. Snowball	52,148 44
Changing drawbars of freight cars from link & pin coupler to master car builder's standard couplers	10,000 00
Improvements at Mulgrave	15,000 00
Providing larger & stronger turntables & strengthening some old ones to meet requirements of modern heavy engines, at various points	12,425 00
Improvements at Point Tupper	8,500 00
To improve water service for fire protection at Moncton	9,000 00
Improving telegraph service	13,000 00
New engine houses & enlarging others	40,000 00
One 1st class passenger coach	10,385 00
Extension to deep water at North Sydney (revote)	9,500 00
Rest houses at 9 engine stations	4,360 00
Appliances & apparatus in connection with the installation of gas car lighting system	4,350 00

Refrigerator cars	30,000 00
Track scales at Pictou, Drummondville & North Sydney	2,700 00
Subway under tracks at Christie's Crossing, Amherst	4,200 00
Dredging at Pictou wharf	1,300 00
" " landing wharf (revote)	2,250 00
Increased accommodation at Halifax (revote)	20,000 00
Elevator at Halifax (revote)	77,000 00
Finishing upper flat, general offices, Moncton	2,000 00
Changing car couplers	13,000 00
McDonald & Moffatt, contractors for terminal wharf, Sydney, in settlement claim for extra work	300 00

PRINCE EDWARD ISLAND RAILWAY.

Towards construction of branch line from Charlottetown to Murray Harbour, including bridge over the Hillsborough River	250,000 00
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CANALS—CAPITAL ACCOUNT.

Sault Ste. Marie—H. Ryan & Co., award on claims in connection with contract for the construction of canal & lift lock at Sault Ste. Marie, referred to W. Shanly, C.E., as arbitrator	\$211,505 00
Dredging at lower entrance channel to canal. Trent—Towards rebuilding Cowan's bridge over Pigeon Creek in the Township of Emily	20,000 00
Rideau—Damages to L. Gemmill caused by cutting off water supply by construction of Tay Branch	1,500 00
W. Davis & Sons interest at 6% per annum on amounts due as per monthly estimates issued	2,750 00
Lachine—Deepening, etc., River St. Pierre	10,371 28
" " Enlargement (revote)	9,000 00
" " Heney & Borthwick, extras in connection with contract for drainage works, reported in their favor by W. Shanly	20,000 00
Welland—Swing bridge across canal at 4th Con., Humberstone	8,932 86
Rainy River—Lock & dam	37,000 00
St. Andrew's Rapids—Red River, Man.	25,000 00
	150,000 00

CANALS—INCOME.

Welland—To remove slides at Deep Cut—Revote	4,000 00
Lachine—Rebuilding portion of south wall of canal at Atwater Avenue	15,000 00
Chambly—Drainage works at St. Johns, Que. (revote \$2,300.00)	3,500 00
Chambly—Protection wall around head of Ste. Therese Island	1,000 00

MISCELLANEOUS.

Salary & expenses of experts to gather information & prepare uniform code of rules & regulations for railways	2,000 00
Witnesses in inquiries before Railway Committee of Privy Council into charges of discrimination in rates by railway companies	2,000 00
Ottawa River—Survey in view of improvement to navigation	10,000 00

PUBLIC WORKS AND BUILDINGS CHARGEABLE TO CAPITAL.

Port Colborne—Harbor improvements	150,000 00
Montreal Harbor—Improvements below St. Mary's current	500,000 00
Montreal Harbor—Grain elevator & storage	250,000 00
River St. Lawrence—Ship channel, additional work	78,000 00
Enlarging Levis Graving dock	117,000 00
Halifax—Quarantine station on Lawler's Island	5,000 00
St. John—Quarantine station improvements	25,000 00
Toronto Post Office—Fitting up rooms rented at Union Station	1,000 00
Winnipeg—Immigrant Buildings—Hospital revote of \$4,213.08, lapsed June 30, 1898	7,000 00
Edmonton North—Immigrant building	3,000 00
Southern Alberta District—Immigrant building	1,500 00
Immigrant building on Canadian Northern Ry. in Swan River district	2,500 00

HARBORS AND RIVERS—NOVA SCOTIA.

Yarmouth Bar—To complete breakwater	1,000 00
Arcadia—Removal of obstructions, Chebogue River	1,000 00

BURN
E. B. EDDY'S
MATCHES

Q. & W. TIE PLATES

SAVES EXPENSE
MAINTENANCE

STANDARD ON MAJORITY
U.S. RAILROADS

SEE ROADMASTER'S CONVENTION TIE PLATE REPORT

F. E. CAME, 17 Place d'Armes Hill, **Montreal**