had not for many years been a farmer, that he had been at Wilkesbarre in search of fugitives, and had gone to Hagerstown to bargain for the apprehension of others; that he was at Harrisburgh in pursuit of negroes, whom he spoke of running over to Frederic without a warrant. In short, the evidence is very strong that for some months at least previous to his decease, he was habitually and very diligently employed at the business. But what is still more to the purpose, he told a person at Hagerstown a few days before he effected the insurance, that he was engaged in that business and had a man at Harrisburgh who knew all the slaves that ran away from that part of Maryland. This is said to be frivolous, and so insufficient to establish the fact that, the Court ought not to have permitted a verdict to be given on it. We are not of that mind. If the insured, who represented himself to be a farmer, was in fact a slave taker by occupation, and if the business of slave taking exposed his life to more danger than farming, it is not possible to escape the conclusion that the policy was thereby rendered void, since, if it was wilfully made, it was a fraud, and though made ignorantly or by mistake it was a warranty by the express term of the policy."

It is superfluous to add that the verdict of the jury in favour of the company was sustained both on the ground of the suicide and of the misrepresentation.—*Boston Journal.*

Hazardous Trades.—It is calculated that every year the house of one baker in 145 is burnt down, that of one carpenter out of 72, that of one printer in a hundred and thirty.

ARCHÆOLOGY—CURIOUS MANUSCRIPT.

A very curious manuscript was presented to the Antiquarian Society of Yorkshire in 1818. It contains sundry rules to be observed by the Household of Henry VIII., and enjoins the following singular particulars:—None of his Highness's attendants to steal any locks or keys, tables, forms, cupboards, or other furniture, out of noblemen's or gentlemen's houses where he goes to visit. No herald, minstrel, falconer, or other, to bring to the court any boy or rascal, nor to keep lads or rascals in court, to do their business for them. Master cooks not to supply such scullions as go about naked, nor lie all night on the ground before the kitchen fire. Dinner to be at 10 and supper at 4. The Knight Marshall to take care that all such unthrifty and common women as followed the court be banished. The proper officers are, between 6 and 7 o'clock every morning, to make the fire in, and straw his Highness's privy chamber. Officers of his Highness's privy chamber to keep secret every thing said or done, leaving hearkening and enquiring where the king is, or goes, be it early or late, without grudging or mumbling, or talking of the king's pastime, late or early going to bed, or any other matter. Coal only allowed to the King's, Queen's and Lady Mary's chambers. The Queen's Maids of Honor to have a chet loaf, a manchet, a gallon of ale, and a chine of Beef for their breakfasts. Among the fishes for the table is a porpoise, and if it is too big for a horse load, a further allowance is made to the purveyor. The manuscript ends with several proclamations. One is to take up and punish strong and mighty beggars, rascals, and vagabonds who hang about the court.

CORRESPONDENTS.

Hodge *versus* State Insurance Company.

To the Editor of Once a Month.

Sir,—As the above case is one of very great importance as affecting the relations between the public and Insurance Companies generally, I shall be glad if you will afford me space in your next number for an examination of the evidence produced in court, both for and against the claim. I may premise that, not having been myself in court during the trial, I have taken the evidence as published in the *Colonist* of January 19th, and in the *Globe* of January 20th.

Judging from the published evidence, this was a badly prepared case, both on the part of plaintiff and defendant The evidence on the part of the plaintiff *proved* little or nothing. In fact, his witnesses generally merely testified to what they had *seen* on the premises, on various occasions, but no one was there to prove what was *on the premises at the time of the fire.* Where were the plaintiff and his wife? Why were they not placed in the witness box? It may be said that the plaintiff had already made an affidavit as to the articles burnt; true, but from the evidence it appears that he had also at one time made an affidavit to the effect that his Policy was lost or destroyed, and if he was mistaken in the one case he might be in the other. Moreover, as the greater portion of the Furniture, &c., must have been purchased in this portion of the Province, it is safe to surmise that evidence as to the actual cost of most of the expensive articles might readily have been obtained; and when the claim was resisted by the company on the ground of *fraud*, it was due both to the public and the profession to which the claimant belongs, that every possible light should be thrown by the plaintiff himself upon the transaction.

The list of articles claimed for is a long and rather curious one. The plaintiff it must be remembered, resided in a little, out-of-the-way village, called Springfield,—and, after enumerating a string of goodly and useful clothing such as a lady might be supposed to wear in such a neighbourhood, the "list" presents us with the following:—1 Black Satin Dress, $35; 1 Primrose Satin Dress $28; 1 White Satin Dress, $27; 1 Pink Satin Dress, $25; 1 Blue and Brown Satin Dress, $24; 1 Flowered Brocade, $30; 1 Lawn Silk Dress, $25; 1 Purple Silk Dress, $20; 2 Black and 1 White Lace Veils, $28; and, to "cap the climax," a *White Velvet Bonnet with Plumes*, $22.

With regard to the "list,"—Who is *responsible* for making it out? This is a matter that should have been cleared up by the plaintiff himself at the trial. For instance:—chairs were charged at $12 each, which one of the Jury,—placed in the witness box to give evidence on the part of the plaintiff, or to *contradict* the evidence for the defendant, which amounts to the same thing—stated to be worth $9 each, adding "I would not think of selling such chairs for less than eight dollars." —Again, I ask, who claims the responsibility of making out the list, and were all the articles in it charged in the same way?

No evidence appears to have been given respecting the origin of the fire. Here, again, the presence of the plaintiff was necessary. He appears to have been the last person on the premises before the fire. Who else was in the house *that* day? What fire was in the house *that* day? The fire occurred on the night of the 16th of August. The sun did not set on that day till *two minutes past Seven;* the plaintiff was stated to have left his house for the Station between half-past Seven and eight o'clock, consequently it must have been still light, and the fire could not have occurred from the plaintiff finding it necessary to light a candle, and then, through forgetfulness, leaving it behind him, burning. We have no evidence on these points. To return to the "list." Amongst the articles claimed for, there appears to be, of silver: A soup ladle, Fish knife, Gravy Spoon, pair of Salt cellars, Pepper caster, Tea set, Liquor stand, Cream Ewer, 24 Table spoons, 18 Dessert Spoons, 36 Tea Spoons, 12 Dinner forks, 12 Dessert forks, pair of candlesticks, 1 Salver, a drinking cup, a small Urn, a Toast rack, 2 *mustard pots, and several other* articles. Besides these, were various articles of Jewellery. Now here is a quantity of "silver," stated by one of the witnesses to weigh between 80 and 100 lbs. What became of it? Was it in the house at the time of the fire? If so, it must have been amongst the ruins *after* the fire. It could not be evaporated or destroyed, like the woodwork of the premises; and even if melted, it must still be *there.* The plaintiff appears to have received intelligence of the fire about 4 o'clock in the morning (the fire being discovered about *two*) and immediately started for home, consequently he must have arrived there quite as soon as it was possible for any one to examine the ruins, therefore we may conclude, in the absence of any evidence to the contrary, *that* no article of value *could have been stolen* from the premises *after* the fire, and *previous* to the plaintiff's arrival. After his arrival, it is only fair to conclude that, *knowing* there was a large quantity of the "precious metals" buried in the ruins, *he took such precautions* as were necessary to ensure the safety of the large mass of Silver that *was to be* dug out of the ruins. We have no special evidence on this point, although the matter is important. As little Silver and no Gold appears to have been found, I would like to know *what became of it.*

A curious portion of the evidence related to some of the "silver" articles; of which a salver, (charged £20 to the Insurance Company,) a cake basket, and mustard pot were proved to be *plated*; and one of the witnesses for the plaintiff, in her re-examination, stated that "The salvers, the cake basket, and those things, were presents to Mrs. Hodge at the time of her marriage." Of course, if the plaintiff *received* these articles as presents, as *silver*, and insured them, *bona fide* as such, he was a *victim.* But that would not justify him in attempting to obtain their value *as silver* from an Insurance Company, after he found out the true value of the articles, which he must have *done after the fire, and before making the claim.* If I receive a bad Bank Bill, I am not justified either in law or equity, in passing it upon a neighbour.

Now for the defendants.—Why did *they* not put *the plaintiff in the witness box, that they might* cross-examine him? Why did they depend upon the evidence of *servants*, when they could have compelled the *master* himself to answer their questions? When they wanted to prove the value of certain articles of furnitnre, why did they not put Jaques and Hay, or some other upholsterers of equal standing, and as well known, into the witness box?

A witness *twice* pronounced a salver to be *silver*, which he afterwards found to be only plated. Why, before he answered the question, did he not test the metal with nitric acid? This would quickly have dissolved the silver coating, and have exposed the "base metal" beneath. The same witness said: "This melted mass of metal appears to me to be lead, though there may be silver in it." In this I think he was mistaken. Melted lead or any other soft metal might surround a piece or pieces of silver, and cover or coat them, but the silver and the lead would still remain distinct, *not mixed.* Although we know that in a state of nature most lead contains a certain small portion of silver, still I doubt if it be possible in a common fire to melt silver and lead together; the lead would be evaporated or converted into dross, long before the silver was melted.

Considerable fencing seems to have taken place between the Counsel and the witnesses in relation to *what kind of sheets* were used in the West In-