

not of itself justify such a finding unless the fall was attributable to it. There was no evidence of such a fire unless it could be sought in the falling walls themselves. In order to find as requested the jury must be satisfied that fire was at the bottom of the trouble. Nor would such a fire by itself make the company liable if, independently of it, the fall occurred and did the damage.

Objection was also made to a charge that if the property or any part fell from any cause other than fire there could be no recovery. It was claimed that the fall must be that of a substantial portion. But a sufficient answer was found in the undisputed evidence of the amount which fell. In such case the burden of proof was on the company to show that the cause of loss was within one of the policy exceptions, but when such a charge had been given there was no error in instructing that the plaintiff must show that the loss was caused by fire alone.

While these instructions were clearly in line with the language and intent of the contract, their importance lies in the restrictions which they imposed on a jury naturally disposed to attribute the loss to fire if any justification could be found. In the face of clear and convincing evidence of the character of the loss a jury was not at liberty to find pretexts on which it might be saddled on the companies. They were not at liberty to theorize as to some possible pre-existing fire or to assume that because one broke out it should be charged with the responsibility. It was the duty of the court to tie them down to the actual facts shown in the evidence, that the damage was due

to the fall. Indeed, it would seem that the court might properly have gone further than this and have ruled as a matter of law that the policy was exempt. It is difficult to see how any other finding could be accepted, and the court really waived its prerogative altogether in consenting that the question should be left to a jury.

**AN INSURANCE PROBLEM.**

A novel insurance scheme is in vogue in the large cities in America. The Vehicle Proprietors' Association, which includes amongst its members owners of all classes of vehicles, both those plying for public hire and those engaged on the private business of their proprietors, are the insurers, and the drivers of these vehicles are the clients. Each driver who belongs to the combine pays a fixed sum monthly to the association, which in return guarantees to pay a certain amount to his next-of-kin should he be killed whilst in charge of a vehicle, or, in the case of accident, to pay him a sum, which is arranged on a sliding scale. In a case which occurred recently, a cabman brought his cab back into the yard and handed it over to the yardman, as is the custom, and was about to walk away when the horse became frightened at some noise and swerving round the cab knocked him down and went over him, inflicting severe injuries. The injured man claimed compensation; but the case was eventually decided against him on the ground that he was not in charge of the vehicle at the time when the accident occurred. Before this decision was reached a long time elapsed, the arguments

**MOVEMENT IN BANK OF ENGLAND, JANUARY TO JULY 11th, 1903.**

	January	February	March	April	July 11th
	£	£	£	£	£
Circulation excluding Bank Post Bills.....	29,349,550	27,908,280	28,091,755	28,705,210	30,069,415
Public Deposits.....	9,559,608	16,809,530	19,366,344	9,536,515	7,165,592
Other ".....	50,106,172	42,533,221	42,700,332	48,498,779	45,902,150
Government Securities.....	17,388,832	15,228,867	16,114,822	15,977,281	15,977,133
Other Securities.....	42,396,444	35,836,784	35,317,137	37,062,489	29,408,443
Reserve of notes and coin.....	17,849,043	26,554,691	28,998,588	22,847,116	25,746,550
Coin and Bullion.....	28,748,593	36,012,971	38,630,343	33,502,326	37,365,965
Proportion of reserve to liabilities.....	29½ %	44½ %	46½ %	39½ %	48½ %
Bank rate of discount.....	4 %	4 %	9 %	3½	3½ %
Price of Consols.....	89¼ %	90¼ %	90½	90¼	88