

to the Insurance Companies as paid, that was a fraud, but where is the proof? The instructions to Mr. Irving by Mr. Kent were not to put in any of those. Again, is it not business-like to have duplicate invoices, and cannot by mistake the unstamped get in? Is there evidence that he smuggled? for this is really what is attempted to be alleged. You may infer it from the fact that the invoices were unstamped. If he knew the statements were false and put them forth as true, he was guilty of fraud within the meaning of the clause in the policy. We may infer that their business began on a small scale, for we do not find that there was any merchandise account; but this would not be of any consequence if they were satisfied that the invoices have been entered correctly, and if all the cash and credit sales are entered, for by taking one from another we can arrive at the amount of their loss. Again, if there was an even barter, if they gain on the produce, it was a gain to the Insurance Co., but if the produce was sold at a loss it was a loss to the Companies. If all the produce shown here was sold at a loss, the defendants would have reason to complain. The plaintiffs are charged with entering invoices twice, but they show they often received duplicate invoices, which might lead to the mistake by a greater quantity of stock being represented than was really on hand, and, consequently, was against the Insurance Companies. There was no approbation book until 1864; the plaintiffs had begun to job, and as it often happens, they sent out goods which they could not sell in their store, to endeavor to sell them to their customers, which book was kept by Mr. Kent; these goods in the approbation book were not entered in the book of the firm; this was an irregularity, but it was not a fraud except they meant to defraud the companies. It was on these grounds of irregularity that the defendants complain that they are not satisfied with the statements. Concerning the increase of the insurance, which the defendants say is another ground of fraud, and that the statements in the several applications were irreconcilable, and showed no knowledge of the plaintiff's business, this, the defendants contend, is another circumstance to show fraud. The defendants knew of all the policies having been taken. The plaintiffs put down their loss at \$46,000, whilst the defendants claimed that the plaintiffs have only lost about \$22,000. The plaintiffs have brought forward Mr. Smith, Mr. McDonough and a number of accountants, to show the state of the books; witnesses were also called to prove the amount of stock on hand at the time of the fire. They proved the amount of the stock up to the time of the fire. Some of them have had considerable experience in valuing stocks; they speak of the amount of stock at from \$25,000 to \$75,000, the lowest statement for the dry goods only, as the groceries were hard to estimate. If the statements were false the jury would find for the defendants; if they are correct and have been proven so, they must give their verdict for the amount which they considered was the stock lost. If they really thought that the defence of the Insurance was right, and was in the interest of the public, they need not give interest, for interest was given on the nature of the damages.

The Jury retired at half-past four o'clock, and returned in about an hour. The verdict was for the plaintiffs, for the full amount of the policy, \$9,000, and the interest, making in all \$9,315.10.

The verdict was received with applause by many in the court, but was immediately suppressed by the Judge and officers of the court.

The following is the correct amount of the various policies on the stock of dry goods and groceries of the plaintiffs covered by insurance, for which actions were brought. The only case taken up was that of the "Royal" Insurance Co. :—

Royal Insurance Company.....	\$9,000
Commercial Union do.....	6,000
Phoenix do.....	8,000
Liverpool and London do.....	8,000
London and Lancashire do.....	4,000
Provincial do.....	3,000
	\$38,000