

for the plaintiff to estimate when the men would return, or whether they would return at all, and his valuable cargo was perishable. After passing the boom, he tried to close it, but failed in his efforts. While passing the defendants' employees, he shouted to them that the boom was open—they may not have heard or understood. But that the boom was open was obvious to them when they came to the river-mouth on the way to their camp; and their plain duty was to close it. They had the proper appliances; but they chose to leave the boom open; and, when the plaintiff came down the river a day or two later, the boom was still open. While he was out visiting his nets, a south wind prevailed. Owing to the fact that the tail-boom was allowed to remain open, the defendants' logs, which would have been held in the lake had the boom been closed, were blown back up the dead water at the mouth of the river, blocking the stream to such an extent that only by great effort, after long delay, the exhaustion of his supply of gasoline, no little damage to the planking of his launch, and the transfer of his cargo to a skiff, was the plaintiff able to reach the railway station, the point where he packed and shipped his fish. The defendants, though notified by the plaintiff of the condition which existed, allowed the river to remain blocked for 8 or 10 days. In addition to the damage to his launch, the plaintiff lost at least three "lifts" of fish at the season when the fishing was at its best. Judgment for the plaintiff for \$850 with costs on the Supreme Court scale. A. G. Slaght, for the plaintiff. H. H. Davis, for the defendants.

LIVINGSTONE V. BRITISH AMERICA ASSURANCE CO.—LIVINGSTONE
V. ACADIA FIRE INSURANCE CO.—LIVINGSTONE V. FIREMEN'S
FUND INSURANCE CO.—LATCHFORD, J.—JUNE 19.

*Insurance—Fire Insurance—Damage to Stock of Goods and
Fixtures — Extent of — Evidence.*]—Actions to recover the
amount of the plaintiffs' loss by fire, insured against by the
three defendant companies. The actions were tried without a
jury at Toronto. LATCHFORD, J., in a written judgment, said
that the actions were the result of a disagreement between the
plaintiffs and the three defendant insurance companies, in re-
gard to the appraisal of the loss sustained by the plaintiffs
owing to a fire which occurred in their retail premises in Yonge