The War Day by Day

(Continued from Page 2.)

March 27—Over 130 lives lost when British steamers Falaba and Aguila were sunk.

March 28—Russian Black Sea Fleet shells Bosphorus forts.

April 10—British steamer Harpalyce, first relief boat of New York State, and under charter to Belgian Commission, sunk by torpedo.

April 11—German auxiliary cruiser Kronprinz Wilhelm goes into port at Newport News.

April 14—Field-Marshal French gives British casualties at Neuve Chapelle as 12,811, and reports that disorganization of infantry was due to orders not being observed.

April 15—"Soldiers Vote" bill passed Dominion Parliament.

April 17.—Turkish torpedo boat sunk in attack on British transport. British submarine E-15 lost.

April 19.—British capture Hill 60 south of Ypres, and push lines forward three miles.

April 20.—Turkish Black Sea Fleet cut off by Russian mines off Bosphorus.

April 21.—Allies land 20,000 troops near Enos, European Turkey.—U.S. refuses to place embargo on export of arms.—Announcement made that Britain has 36 divisions of 750,000 men in France.

April 23.—Brilliant rally of Canadian troops, recoverered lost ground and guns in battle north of Ypres. This was the first serious engagement in which the Canadian division took a prominent part, and the casualties were heavy, some 90 officers being killed or wounded.

April 26.—Reports of serious risings in India and Burmah received from Straits Settlements.—German cruiser Kronprinz Wilhelm interned at Newport News, Va.

April 27.—Allied armies commenced advance against Turks on shores of Dardanelles.—Reinforcements of Canadians in England sent to the front as a result of the recent heavy casualties.

April 28.—German attempts to break Allied line at Ypres definitely stopped. —Women's Peace Congress at The Hague opened.

May 1.—American steamer Gulflight torpedoed by Germans off Scilly Islands—Two German torpedo boats and Britis hdestroyer Recruit sunk in running fight in North Sea.

May 3.—Canadian casualties in Ypres fighting total 6,000 is announced.

May 4.— War costing Britain $5,000,000,000 a year, and national debt already doubled, says Lloyd George in budget speech.

May 6.—Russian lines reorganized after defeat on Lunajec.

May 7.—Cunard liner Lusitania torpedoed by German submarine off Old Head of Kinsale on the Irish coast, with loss of 1,500 passengers, only 658 being saved.

May 9.—Germans announce capture of Libau.

May 11.—Allies make gains north of Arras and Belgians again cross Yser.

May 13.—American note calls on Germany to prevent recurrence of submarine outrages and make reparation for American losses.

May 18—Russians routed Austrians in Bukowina and captured 20,000.

British army to use gas in future.

May 19—Military authorities take control of Italian railways.

Premier Asquith announces that non-partizan coalition cabinet will be formed in England.

May 20—Germans took Russian port of Riga.

May 23—Italy declared war on Austria-Hungary and

May 24—Germany's Galician campaign stopped at River San.

May 25—New British Coalition Cabinet formed.

May 26.—Italian troops cross Austrian border from Lombardy to Adriatic.

U. S. steamer Nebraskan torpedoed, but reaches port.

Italy declares blockade of Austrian coast.

British battleship Triumph sunk in Dardanelles.

May 27.—British battleship Majestic sunk in Dardanelles and mine layer Princess Irene blown up at Sheerness with loss of over 300 killed.

Admiral Sir H. B. Jackson appointed First Sea Lord of Admiralty.

May 28—Italians continue advance and threaten defences of Trent.

Canada has 56,000 troops overseas.

May 31—German airship dropped bombs on London, several fires being started and four people killed.

German reply to Lusitania note received by U. S. Government, asking for information as to what kind of ship the sunken liner was and alleging she carried guns.

June 1—Second Canadian division completed at Shorncliffe.

June 2—Allies' further progress announced, lines having been extended and consolidated in France. Italians have penetrated 13 miles into Austria. German Ambassador to U. S. arranges to send envoy to explain President's views on Lusitania to the Kaiser.

June 3—Przemysl recaptured by Austro-German forces, Russian army retreating to new position after severe defeat.

June 6.—British advanced along three mile front at Dardanelles. First important battle of Italian campaign starts for possession of Tolmino.

June 7.—Britain and Italy reach agreement regarding financial co-operation.

June 8.—Announcement of immediate appeal for 35,000 more men for another Canadian Contingent. Following disagreement in policy toward Germany on Lusitania question, U. S. Secretary of State Bryan resigned.

June 10.—Italians took Monfalcone. U. S. note to Germany reiterates previous demand and insists on rights of neutrals.

June 12.—Allies advance to within four hours march of Gallipoli. Austro-German division wiped out and right wing of army outflanked by Russians in Galicia.

June 13.—Italians took Monfalcone.

June 14.—Ex-Premier Venizelos and war party of Greece, returned to power at elections.

June 15.—Karlsruhe bombarded by Allied aviators and much damage done.

June 16.—Destruction of all Dardanelles forts announced, movable batteries only remaining for the defence of the Straits.

June 19.—On new line of defence Russians make last stand to save Lemberg. New British munition bill prepared to control manufacture of war material.

June 20—Russian retreat from positions on Wereszyca river became general.

June 21—Bill providing for new British war loan of $5,000,000,000 given first reading in House of Commons.

June 23—Lemberg captured by advancing German armies.

June 24—Enrolment of munitions in England commenced.

REAL ESTATE

Samuel Berlind sold to Bernard Bronstein lot No. 391, St. Lawrence ward, with buildings fronting on Benoit street, for $10,000.

A. Prevost sold to P. Lafrance lot No. 330-45, Cote St. Louis, with buildings Nos. 267 and 271 Chambord street, measuring 24 x 70 feet, for $10,675.

Mrs. John Wilken sold to Thomas Fisher lot No. 7-556, Cote St. Louis, with buildings fronting on St. Andre street, measuring 25 x 71 feet, for $5,392.

Louis Dupuis sold to Leonard Charbonneau lot No. 3401-330, Parish of Montreal, with buildings Nos. 58 to 60a Evelyn street, King's Park, Verdun, for $7,000.

James Walker sold to Hum Chung lot No. 162-453, parish of Montreal, Kensington, Notre Dame de Grace ward, having a superficial area of 3,477 square feet, for $7,750.

Alfred Toupin sold to Misses Delina and Edwidge Boudrais lots 4033-4 and 6, Parish of Montreal, St. Paul ward, with buildings fronting on Brissette avenue, for $7,375.

Napoleon Gascon sold to Edmond Cousineau part of lot No. 2, St. Genevieve Village, with buildings fronting on the public road, in the rear of the Riviere des Prairies, measuring 240 x 174 feet, for $3,800.

John Henry Hand sold to Christopher Johnson Gorman part of lot No. 220-97, Parish of Montreal, with dwelling house No. 531 Lansdowne avenue, Westmount, measuring 19 x 125 feet, for $11,500.

Nockim L. Vachtman sold to Mrs. Nathan Simonovitch lot No. 1049-1 and 2, St. Louis ward, with buildings fronting on St. Dominique street at the corner of Napoleon street, measuring 20 x 67 feet, for $6,500.

Mrs. Joseph E. Gariepy sold to W. A. St. Louis lot No. 12-25, St. Jean Baptiste ward, with buildings Nos. 1173, 1175 and 1177 St. Hubert street and Nos. 1090 and 1092 St. Christophe street, measuring 25 x 129 feet, for $14,000.

Largest among the 37 realty transfers of the past two days was a transaction involving the sum of $45,000 in which Euclide Peresse sold to Louis P. Godin lot No. 19-36, Hochelaga ward, measuring 27 x 100 feet, and lot No. 1-9-37, Hochelaga ward, measuring 27 x 100 feet, with buildings Nos. 90 to 96 St. Catherine street, Maisonneuve.

Max Usher sold to the Maxwell Realty Company, Incorporated, lots Nos. 137-132, 133 and 134, Cote St. Louis, each measuring 25 feet by the entire depth of the lot, with buildings fronting on Mount Royal avenue; also lot No. 824, St. Louis ward, measuring 4,221 square feet, with buildings at the corner of Pine avenue and St. Dominique street, for $12,000.

PAYMENTS ON CANADIAN LIFE INSURANCE POLICIES

According to reports obtained by the Insurance Press the following claims on life policies were paid in Canada during the week ending June 12:—

Belleoram:	Joseph Marshall	$ 1,000
Danville:	Marie E. Laforest	500
Halifax:	John A. Glassey	3,564
Kamloops:	Sarah A. Moir	1,000
Montreal:	Edward W. Parker	3,415
do		1,335
do		1,261
do		1,253
do		1,249
do		6,481
Peterborough:	William N. Galangher	43:
Prince Rupert:	J. I. Kraboog	2,000
Quebec:	J. Reid	4,76:
St. Eleuthere:	J. Blier	1,000
St. John:	Thomas A. Glennie	2,007
do	John McIntosh	16,506
St. Marie Beauce:	Marie V. L. B. Leblond	481
Toronto:	William McDonald Gray	1,000
do	Kostadin A. Mendizoff	500
do	Trumbull Warren	10,837
Waterville:	Mary A. Cleveland	5,000
Winnipeg		1,207
Various places:	193 industrial	21,713

PAYMENT OF $41,138 MADE FOR WATERPROOF CLOTHING FIRE.

A settlement has been effected by Mr. Harris Wener managing director of the Montreal Waterproof Clothing Co., with the Dominion Adjustment Bureau regarding his claims for the fire of May 29. After an investigation the adjusters fixed the amount of insurance to be paid at $41,138, of which $40,735 was for stock and $403 for damage to plant.

LARGE COPPER INQUIRIES.

New York, June 26.—Large copper inquiries have again made their appearance. They are coming largely from manufacturers who have booked war business. The electric, steel and machinery manufacturers are all among the largest prospective buyers that another. This leads copper interests to believe that another copper buying movement will soon be in full swing.

MARITIME PROVINCE SECURITIES

(Quotations furnished by J. C. Mackintosh & Co., members Montreal Stock Exchange, 166 Hollis Street, Halifax, N.S.)

	Asked.	Bid.
xEastern Canada Savings & Loan	145	140
xEastern Trust Company	160	155
xMar. Tel. & Tel. Pfd.	100	95
x Do., common	80	75
N. S. Underwear, pfd.	95	90
Do., Common	35	30
Porto Rico Tel., pfd.	105	102
Do., common	50	45
Stanfields, Ltd., Pfd.	95	90
Do.. Common	45	40
Trinidad Electric	72	65
Bonds:—		
Brandram-Henderson, 6 p.c.	98	95
Eastern Car, 6 p.c.	98	95
Mar. Tel. & Tel., 6 p.c.	102	100
Maritime Nail, 6 p.c.	100	97
Porto Rico Tel., 6 p.c.	100	98
Stanfields, Ltd., 6 p.c.	98	95
Trinidad Electric, 5 p.c.	85	80

x Ex-dividend.

MAYOR McKERGOW,
Of Westmount, honorary Lieut.-Colonel of the 58th Westmount Battalion, who is to make a presentation on Monday to two of the regimental officers who are leaving for the front.

UNDERWRITERS CANNOT AVOID PAYMENT OF CLAIM

Court of King's Bench Rules That "Held Covered" Clause Prevents Avoidance of the Policy of Insurance.

The decision of the King's Bench Court, London, in "Hewitt Brothers v. Wilson and Others" has now been unanimously affirmed by the Court of Appeal. The two questions involved in the case, at all events in the court below, were, first, whether there had been a concealment of a material fact sufficient in ordinary course to give the insurers the right to avoid the policy, and, secondly, if that was so, the "held covered" clause applied and kept the policy in force.

By the policy four cases of printing machinery on the ships Gulf of Suez and Orchis were insured on the voyage from London to Malta. The underwriters were in the case of particular average or loss or injury to interest only to be liable for the cost replacing the parts lost or injured and the charges incidental thereto. Then there was the special clause: "In the event of deviation . . . or of any incorrect definition of the interest insured, it is agreed to hold the assured covered at a premium (if any) to be arranged."

In three of the cases the machinery was new, and in the other the machinery was second-hand. On arrival at its destination, the machinery in this last case was found to be damaged, and it was in respect of this damage that the claim was made against the underwriters. The defence was that the machinery ought to have been described as second-hand, and that the failure so to describe it was the concealment of a material fact. As the insurable value of second-hand machinery is comparatively small, and the cost of replacement bears a much higher ratio to the insured value than is the case where machinery is new, it seemed necessarily to follow, and the judge held, that the fact not disclosed was material, and that except for the "held covered" clause the underwriters would have had the right to avoid the policy. The judge, however, further held that the concealment was not only of a material fact, but that it amounted to an incorrect definition of the interest insured, and therefore the "held covered" clause seemed expressly to apply.

That did not conclude the case. The judge pointed out that the clause was not intended to protect an assured who has intentionally misdescribed the interest insured, but that there must be something in the nature of mistake or misapprehension on the part of the assured to bring the clause into play. In this case the assured knew that the machinery was second-hand, but they honestly thought that to describe it as machinery was a sufficient and correct definition of the interest insured. On these grounds, therefore, the judge held that the assured were entitled to rely upon the "held covered" clause, and accordingly gave judgment for them.

The Court of Appeal has agreed with this judgment, and the grounds on which it was based, and has also given a definite ruling on a point which was not definitely dealt with in the judgment of the court below, but was necessarily involved in the decision. It was contended on behalf of the underwriters that the words in the clause, "interest insured," referred to the insurable interest, and not to the subject matter of the insurance. If this weer so, the misdescription would not have been an incorrect definition as referred to in the clause, and the clause would not have applied to the case.

The court held, however, that it was impossible to give the words the meaning suggested, as to do so would give the words no effect at all. This seems obvious. Insurable interest is such interest of the person affecting to be insured or of the party claiming through him as makes such party legally entitled to insure the particular subject of the insurance. That is not defined in the policy, and it can therefore hardly be what is referred to in the clause which provides for an incorrect definition of the interest insured.

The subject matter of the insurance is defined in the policy, and might well be described as interest insured. The interpretation given to the words seems to be the only reasonable meaning to be attached to the phrase. If this is not in accordance with the intention of the underwriters, the clause has been drawn in unfortunately incorrect phraseology, and the sooner it is altered the better for all parties, for misunderstandings between insurers and assured are particularly to be deprecated. It is doubtful whether it would not be best to delete entirely the words "or of any incorrect definition of the risk insured." What the clause is required for is to protect the assured from some possible risk on fair terms; to get and give protection fros ome definite risk which may, through unforeseen circumstances, occur to be a known property, a reasonable risk which can properly be covered by a calculated premium. It is not required to absolve the assured from failing to inform the underwriter of the property he was insuring.

FIVE LOST IN FISHING SMACK.

Chatham, N.B., June 26.—News of the loss of five lives in last Wednesday's storm was brought here last night by Coroner M. G. Benson.

A small fishing smack, caught in the heavy blow off Tabusintac, was driven ashore during the night, and in the water-filled cabin next morning were found the bodies of four men clad in oilskins.

One was Jean Hachey, of Isle Lemeque, owner of the vessel.

In a small storehouse forward was the body of his young son.

PERSONALS

Mr. J. H. Plummer returned to Toronto last evening.

Rev. C. A. Williams returned from his western trip to-day.

Mr. Cawthra Mulock, of Toronto, is staying at the Ritz-Carlton.

Mr. G. Fred Pearson, of the Halifax Chronicle, is at the Windsor.

Capt. T. R. Pickel, of Cowansville, was at the Windsor yesterday.

Col. H. H. McLean, M.P., arrived at the Ritz-Carlton yesterday from St. John.

Sir Wilfrid Laurier was at the Windsor yesterday with his private secretary, returning to the Capital last evening.

The following gentlemen were introduced on 'Change at the Board of Trade yesterday: J. R. Pearson, Asbestos, Que., by J. R. Binning; Jos. J. Byrne, New York, by Geo. T. Pettigrew; and G. W. McIndoe, New York, by Wm. Cairns.

UNTERMEYER TO APPEAR.

Chicago, June 26.—Samuel Untermeyer will appear before Judge Carpenter on Monday to argue in favor of payment of semi-annual interest due on Rock Island debentures.

Attorney Johnston, of N. L. Amsters, local counsel, who requested the postponement of the Rock Island debenture matter until Monday in order that Samuel Untermeyer might appear personally, says: "This matter is vital to minority stockholders, and must be settled without much delay. The receivers have not adopted any attitude except that of leaving the matter entirely to the court."

DONNACONA PAPER MILL STRIKE.

A strike has been called at the Donnacona Paper Co., at Donnacona, Que., in conjunction with the St. Regis Paper Company strike at Watertown, N.Y. One hundred and twenty-five men are involved at Donnacona.