

said premises, and secondly mentioned in the said policy, also injured or destroyed by the said fire, and of what value the tools, and at what amount do you estimate the damage and loss caused to the said sewing machines and to said tools? Yes, injured and destroyed; loss by damage, \$230.55; total loss in two apartments over No. 315.

5. Did the plaintiff, after the occurrence of the said fire, forthwith give notice of the said loss to the defendants, and likewise deliver to them a particular account of the same under oath, as required by the conditions of the said policy? Yes.

6. Was the said policy and insurance made and invented subject to the condition vested in defendant's plea, relating to other insurances existing in the same property? Yes.

7. Did any other insurances exist at the time of the said fire on the property insured by the said policy, or portion thereof, and if so, what insurance companies, and for what amounts respectively, upon the subjects separately mentioned in the said policy. 1st. Boots, shoes, leather, and findings; 2nd. Sewing machines and tools? North British Mercantile, on stock of boots, shoes, leather, and findings, \$4,000; on sewing machines and tools therein, \$2,000; remaining companies as admitted.

8. Did the plaintiff sustain loss and damage by the said fire in the articles firstly mentioned in the said policy—boots, shoes, leather, and findings—to the extent of \$6,000, over and above such other insurances, if any existed on the same, and if not, to what amount? Yes.

9. Did the plaintiff sustain loss and damage by the said fire, in the articles secondly mentioned in the said policy—viz., sewing machines and tools—to the extent of \$4,000 over and above such other insurance, if any existed on the same, and if not, to what amount? No, not \$4,000; amount of loss included in question eight.

10. Did the defendant, on the 18th of June, 1868, tender to the said plaintiff, in lawful current money, the sum of \$331.07, by the ministry of I. C. Griffin, N.P.? Yes.

**BRITISH COMMERCIAL.—SUPREME COURT.—SPECIAL TERM.**—In the case of *Mooney vs. the British Commercial Life Insurance Company* the court rendered the following decision:—

Cardozo, J.—The insolvency of the British Commercial Life Insurance Company cannot be doubted on the papers before me, and it is equally clear that its affairs should be closed up, and the fund within our jurisdiction administered so as to protect the best interests of the policyholders, either by reinsuring or otherwise. The Company has not done any business here since 1862, its authority to collect the interest on the deposit in the Insurance Department having been revoked in 1861 in consequence of the "unsatisfactory condition of the affairs of the Company." The Superintendent does not suggest that its affairs have improved since. The plaintiff charges that it is insolvent, and the agent, who ought to know, and knowing, to state the fact plainly and positively, only avers that it is not insolvent, "as he is informed and believes." It is plain enough that the only way to protect the policy holders is to apply the funds here to their reinsurance. The statute creating the office of Superintendent of the Insurance Department, and the amendatory act of 1869, only refer to the proceedings taken by the Superintendent. They do not prevent others interested in the Company from moving, when the Superintendent does not, and when they proceed the practice is the same as governs and applies to any simple action.—The motion is granted.

{Thus it is seen that our laws, our courts, and our insurance department not only protect the policyholders of our native companies but foreign companies also. There will be no sufferers on this side of the Atlantic from the insolvency of this company, for the funds here are ample to reimburse the policyholders; but in England where there is no such supervision or deposit, the policy-

holders fared no better than those of our more recent acquaintance, the *Albert*.—[*Ed. N. Y. Ins. Journal.*]

### Insurance.

**FIRE RECORD.**—Brockville, Nov. 16.—The dwelling house of Mr. Hawkes, druggist, was destroyed; the greater part of the furniture was saved; there was some insurance.

Normanby Township, Ont., Nov. 14.—Barn of Jno. Brennans, with contents; insured in the Waterloo Mutual for \$600. Also barn of Daniel Casey, with contents; partially insured.

Montreal, Nov. 18.—A fire occurred in D & J. Fee's furniture factory, at St. Gabrielle Locks. The building was three storeys high, and contained a large quantity of furniture. Owing to the combustible nature of the contents and insufficiency of the water supply, the flames got such headway that the entire building was destroyed. Morland and Weston's saw mill adjoining, was also set on fire by the sparks, but was quickly extinguished. The loss is about \$8,000, insured in the Lancashire and British America.

St. Thomas, Nov. 18.—The barn of Lachlin Campbell, was burned. Loss \$400.

**MARINE RECORD.**—Port Ryerse, Nov. 22.—The schooner *Eliza White* was successfully raised and brought into this harbor after thirty hours' hard working of steam pumps and thirty men. About 1,000 bushels of wheat were lost. The balance of the cargo is saved in a wet condition. The skill and good judgment of captains Courneen, of Toronto, and Burton, of Buffalo, are proved by the success of this operation.

Oswego, Nov. 22.—The schooner *Mary O. Gorman* was found yesterday about nine miles below this port, dismantled and abandoned, with the anchor dragging. Her boat has come ashore capsized and her crew are supposed to be lost. She is owned in Kingston, Ont., and is loaded with barley, which is undamaged. She now lies at this port.

Port Rowan, Nov. 19.—Three vessels on the point high and dry; the *J. C. Hill*, of Buffalo, loaded with staves; *Anna O'Hanson* and *Quick-Step*, both of Chicago. The latter two collided just off this port in the storm. Both light. They drifted on the beach. All three vessels will be a total loss. Crews all saved.

Port Stanley, Nov. 17.—The propeller *Bruno* arrived last night, reporting a barque at anchor off Port Burwell, with foremast, bowsprit, and all her head gear gone, and the brig *Concord*, of Detroit, sunk about three miles from shore, off Port Bruce. Captain Gaskin, of the *Bruno*, rescued three men off her mast head who had been clinging to it for forty hours. Capt. Gaskin also reports seeing a propeller with two lights at her mast head drifting down the lake on the night of the 17th, in an apparently helpless condition, but was unable to render her or the barque any assistance.

Chicago, Nov. 19.—The schooner *Arrow*, which was driven ashore at Grass Point, about 15 miles north of Chicago, during a fierce storm, is a total wreck, and the officers and crew eight in number, were lost in attempting to reach the shore in a lifeboat.

—The schooner *Jessie McDonald*, of Picton, while riding out the gale, at Consecon, on the 19th, pounded so heavily against the wharf that she sprung a leak and went down. She had on board 3,000 bushels of peas and some barley. One hundred and eighty bushels of peas, undamaged, have been taken out of the vessel. The barley has been sold by the underwriters to Mr. Losse, of Consecon. Her hull is not much damaged, it being supposed that a hole is nearly stove in her bottom.

—The *Pandora* is ashore in the mud, five miles below Sackett's Harbour. Her captain reports the loss of anchors, chains, mainboom, gaff, mainsail

and gear. She lies one foot out of the usual water mark, and may be taken off in good condition. She loaded at Kingston 75 cords of wood as ballast for Toronto, where she was to load barley under charter for Buffalo. She belongs to Messrs. Matthews & Haddison, of Port Colborne, and is insured for \$10,000 in the Home and Security Insurance Companies.

—The schooner *Annexation*, which ran 2½ feet out of water on a sloping rock on Amherst Island, has, we believe, been got off; at least the underwriters have not been notified of any damage. The British America have \$4,800 on the cargo.

—The schooners *Monteagle* and *George Thurston* are reported ashore above Kingston. The British America had \$4,000 on the hull of *Geo. Thurston*, and \$2,000 on the freight.

—The schooner *Live Yankee* was totally wrecked on High Island Reef, on the 5th Nov., with a cargo of 14,000 bushels of wheat. The cargo was insured for \$15,400—Western, of Buffalo, \$3,400; Republic, \$3,000; National, of Boston, \$3,000; Merchants, of Chicago, \$3,000; *Ætna*, \$3,000.

—The propeller, *T. A. Scott*, struck a reef and sunk in the Straits of Mackinac. This steamer was built in Buffalo, last spring, and was insured for \$60,000, upon a valuation of \$85,000. Her cargo consisted of 2,000 barrels of flour and 22,000 bushels of wheat, besides a large quantity of merchandise.

—The schooner *Eclipse*, of Kenosha, broke from her moorings and drifted about until she knocked a hole in her bottom, filled with water, and capsized. She had on board 2,000 bushels of oats. Vessel insured for \$7,000 in the Republic.

—The schooner *Tranchemontagne* lost her head gear and bowsprit, on her way from Toronto to Kingston; insured in the British America for \$1,750, on hull.

—The schooner on Old Mission Point is the *Kate Richmond*. She ran ashore on the 5th inst., and lies in nine feet of water. She has a cargo of 14,300 bushels of wheat. As the vessel is full of water, the wheat will, of course prove a total loss. The amount of insurance upon is \$16,445, as follows:—Western, of Buffalo, \$5,500; Underwriters, \$4,000; National, of Boston, \$4,000; Home of New Haven, \$2,445.

—The schooner *J. B. Martin*, cleared from Milwaukee, for Buffalo, on the 2nd Nov., is supposed to be lost. She had 21,000 bushels of wheat on board. Her cargo is insured for \$25,000, as follows:—Home, of New Haven, \$4,500; Merchants, of Chicago, \$4,400; National, of Boston, \$4,500; N. W. National, of Milwaukee, \$4,500; *Ætna*, \$4,500; Western, of Buffalo, \$2,700. The hull is insured for \$20,000, upon a valuation of \$25,000, of this the *Ætna* holds \$10,000, and the Western and Security each \$5,000.

**AN INTERESTING TABLE.**—In the November number of the "Insurance Monitor" is published a table, compiled from the last Massachusetts report, which, in the words of the actuary who compiled it, "exhibits the ratio of surplus accrued (on the business of all the life companies) in 1868, to the premium receipts of that year, and shows, impartially, the utmost limit of the dividend-paying ability of each company, should it return to the policy-holders, at an equal rate per cent., every dollar of the surplus accumulated." According to the table, twelve companies show no surplus at all. Those doing business in Canada have a dividend-paying ability, as indicated by the following percentages: The *Ætna*, 8.68; Atlantic Mutual, none; Connecticut Mutual, 29.38; Equitable, 17.23; New York Life, 21.08; Phoenix Mutual, 25.97; Union Mutual, 11.81.

—One Burton has been committed to jail for attempting to fire the premises of Mr. Dundas, of Ingersoll.

—It is reported that Mr. Crocker has been re-appointed to supervise the affairs of the Provincial Insurance Company.