

used by workmen on the roof, and forgotten by them in their haste to find shelter when the storm commenced. No damage.

Aug. 26.—A telegram was received from Perth by chief Bertram, asking for the loan of 300 feet of hose, which was promptly dispatched in charge of guardian McRobie.

Aug. 29: 6:45, A. M.—A fire occurred in a temporary shed containing prepared lumber, on the plateau overlooking St. Urbain and Ontario streets, for the Roman Catholic schools being erected there, extinguished speedily. Property of contractor, insured with Citizens for \$300, damage about \$150. The new building insured with Royal damaged to about the same extent.

Representatives of the offices associated under the style of the Canada Insurance Union—Marine—have been in session all the week. Proceedings not transpired.

Mr. Smith, the General Manager of the Commercial Union Assurance Company of London was in town last week on official business.

A project has been mooted here for the formation of a salvage association by the several fire insurance companies, for the protection of stocks in trade, furniture, etc. from injury, by water during fires by covering them with tarpaulins, or India rubber sheets. The idea meets with some favour, and will doubtless, in time, assume a tangible shape: the experiment would not be a very costly one; it is calculated that about \$2,000 would provide the necessary equipment, and probably a similar sum would cover the working expenses.

**FIRE RECORD.**—Ailsa Craig, Aug. 22.—The large grist mill, lately purchased by Wickham & Willing, was totally destroyed. It is not known how the fire originated, but as the flames broke out in the upper story it is supposed that some of the gearing over-heated, by friction, and thus caused the fire. The building was insured to the amount of \$5,000. Their loss will be about \$2,000. John Priestly lost considerable lumber and shingles which were lying close to the mill. His loss is estimated at \$300. Wm. McIntosh's large grain store was damaged to the extent of \$100.

Aylmer, Aug. 5.—A fire broke out in the barns belonging to Wm. Grimes, completely destroying them, together with sheds, stables, farming implements, &c., also 40 tons of hay, and a quantity of grain.

Forrester's Falls, Aug.—The following properties were burned at the late fires: Mr. Forrester, 1 saw mill, 1 house, 1 barn, and a stable; 2 blacksmith's shops, one belonging to Mr. Campbell, the other to Mr. Jamieson; John Reynolds, 1 hotel; Mr. Campbell, 1 house; Mr. Herron, 1 house, 1 barn, and a stable; Mr. Howie, 1 dwelling and two one-houses; Mr. Patterson, 1 barn; Mr. Mbor, 1 house; Mr. Ritchie, 1 barn; and Mr. Faught, 1 shoe shop and a barn.

Montreal, Aug. 30.—Mr. Cauchon's axe-factory at Chateauguay Basin was burnt down last night, with a stock worth \$15,000, partly insured.

Toronto, August 28.—The coal shed attached to the Rolling Mills, with a considerable quantity of coal was destroyed; the loss on the building is stated at \$2,000; insured.

Princeton, August 24.—During the heavy rain storm which prevailed this afternoon, the barn of Saml. Fair, on the 5th concession of Blenheim, was struck by lightning. The barn and sheds, all full of grain, were destroyed.

Lowville, Aug.—House of James Adley, with contents, loss stated at \$1,500; no insurance.

St. John, Aug. 25.—Murchies saw mill at Eel River, on St. Andrew railway, was burned on Monday. The fire continues raging in the woods all along the border, and vast quantities of valuable timber are destroyed.

Salmon River, Cape Breton, Aug.—The saw mills of Messrs. Claves & Co., were recently burned down, entailing a heavy loss on the owner. Origin of the fire, which occurred at midnight, is

supposed to have been in the machinery, and was caused by friction. Loss to the extent of \$600 covered in the "Liverpool and London and Globe."

St. John, N. B.—Two buildings in the upper part of Woodstock, N. B., owned respectively by John C. Winslow and John McGrath were destroyed by fire. On the night of the 8th, the dwelling house, store, and public hall, and barns, belonging to Mr. S. N. Raymond, at Aberdeen, Carleton County, were burnt down. The whole establishment was new and there was but a small amount of insurance so that the loss will be great.

Peterboro', Aug. 23.—[An account of this fire last week was dated at Lindsay by a mistake of the Telegraph operator.] The wooden building occupied by Messrs. McWilliams & Larmour, as a shoe shop, Mr. Stephens, printer, and Dr. McCullough, was discovered on fire. The fire company was soon on the ground and rendered good service in preventing the extension of the fire to other buildings, and also in saving the new brick building contiguous in course of erection, from suffering much damage. Almost all in Dr. McCullough's office was destroyed; no insurance, loss about \$850. Mr. Stephens, printer, lost a large quantity of his material; he had an insurance of \$400 on his stuff; he will lose about \$300. Messrs. McWilliams & Larmour saved some things in the front part of the store, but all in the back part was destroyed; there was an insurance of \$600, in the Queen; their entire loss they reckon at \$850; Mr. Larmour lost all his household stuff. The building, owned by Mr. Bradburn, was entirely destroyed, but was insured to the amount of \$500 in Commercial Union; his loss is about \$1,100.

**MARINE INSURANCE IN NEW YORK.**—The marine insurance companies of New York have agreed upon advanced rates to be charged upon goods, not contraband of war, sent to sea. The war premiums, which are in addition to the regular marine risks, range from one to ten per cent. depending upon the character of the goods and the nationality of the vessel. Sailing ships carrying property belonging to belligerents under a neutral flag are charged five per cent to Continental ports. Property belonging to neutrals, carried in vessels under a belligerent flag, is charged eight per cent. Property owned by belligerents, carried under a belligerent flag, is charged ten per cent. These rates are the same by rail or steam. The war risks on vessels sailing to or from the West Indies or the east coast of South America are one per cent; to or from the west coast of South America, India and China seas the rates are two and four per cent., respectively.

**INCENDIARISM IN BAVARIA.**—Incendiary fires in the kingdom of Bavaria, particularly in the provinces of Franconia and the Rhenish Palatinate, having lately increased in a serious manner, the paternal government has ordered the police to watch property with a view to find out if it has been over insured, then to notify the agent of the insurance company to have it re-appraised for a reduction of insurance. In practice, however, the police go to work and re-appraise, without consulting the company, and if no over-valuation is found they charge the expense (from \$3 to \$5) to the company, whilst if an over-insurance is found, the insurer is made to pay these costs.

—Property not insured to the value of \$157,232, was destroyed by the late great fire in St. Roch's, Quebec. Only \$4,000 were collected to relieve the sufferers, and a distribution of that sum took place on Saturday.

—Twenty hogsheads of sugar were seized at St. John recently. They were consigned to a Halifax-firm to be sold on commission, and instead of being invoiced at the value at the last port of shipment (Boston), as required by a regulation of the Customs' Department, the invoice marked the value at the original port of shipment in the West Indies.

## Law Report.

**INSOLVENCY.**—The Assignee in insolvency is entitled to recover moneys paid by the insolvent, to the defendants after a writ of attachment (though unknown to defendants,) had issued against the insolvent.—*Roe vs. Bank British N. A.* 20 U. C. C. P.

**MARINE INSURANCE.**—In a marine insurance policy issued by defendants to plaintiff, among other excepted perils or losses, were those arising from rottenness, inherent defects, and other unseaworthiness. At the trial it appeared from the plaintiff's own evidence, that the vessel in question, after sailing all day on a summer sea, with a light breeze, in the evening suddenly came up into the wind or broached to, refused to answer her helm, and at once began settling down, when the crew abandoned her, and after they had rowed about thirty-five yards, she sank. The master could give no reason for this, nor was any evidence offered in explanation of it, while the evidence for the defence went to show that she was old and rotten in parts; that she in fact leaked before starting across the lake, in the canal and at the port of lading; and that men would not go in her without being paid extra wages; and the plaintiff himself stated that she was old, and he had given instructions not to canal her by night, or leave port in a gale. A diver who examined her, also found one stave port wholly out, and another partially so. The whole case having been left to the jury on the evidence, and a verdict found for plaintiff, *Held*, that the judge should have told the jury, expressly, to find for defendants, and a new trial was therefore ordered.—*Myles vs. Montreal Insurance Co.* 20 U. C. C. P. 283.

**PROMISSORY NOTES—STAMPS.**—The non-cancellation of some of the stamps to a promissory note, though the rest have been cancelled, invalidates the note.—*Lowce vs. Hall.* 20 U. C. C. P. 244.

**LIABILITY FOR CRIMINAL ACTS OF CLERK.**—The owner of a shop is criminally liable for any unlawful act done therein, in his absence, by a clerk or assistant, as for instance in the case of liquor sold without license, by a female attendant; otherwise it appeared that the act of sale was an isolated one, wholly unauthorized by owner, and not of the ordinary course of his business.—*Reg vs. King.* 20 C. P. 246.

**BILL OF EXCHANGE.**—In an action by endorsers, against defendant, on the following bill: \$800. Montreal, Feb. 10, 1869,

Two months after date, pay to the order of myself at the Jacques Cartier Bank, in Montreal, eight hundred dollars, value received, and charge the same to the account of

E. C. GILBERT,

JAS. GLASS,

Secretary, Richardson Gold Mining Co'y, Belleville, Ont.

Across which was written,

Accepted,

The Richardson Mining Company, per JAS. GLASS, Sec. *Held*, that such acceptance did not render the defendant personally liable.

**INSURANCE COMPANY—ARBITRATION.**—A verbal agreement entered into by "the duly authorized agents" of an incorporated insurance company, to refer to arbitration the question of the legal liability of the Company to bear any portion of the expenses of raising and repairing a vessel, insured by them, and subsequently lost, was not binding upon the company, as not being a contract relating to the purposes for which the company was incorporated.—*Calvin vs. Provincial Insurance Company.* 20 U. C. C. P., 267.

**MARINE POLICY.**—A marine policy was in this form: The Etna Insurance Co., of &c., on account of Alfred Coons, loss if any, payable to Lachlin McCallum, in gold, do make insurance, &c. *Held*, that the contract of this policy was