

reeling, if it weakened the foundation enough so that it was the primary cause of the demolition, then the plaintiff can recover. If you find it was not the primary cause, you are to say how much damage the lightning did cause, if it struck the building, and then assess the damages. It is not a plain case, because there is no direct testimony on the subject.

On the evidence adduced, the jury gave a verdict for partial damage from lightning, amounting to \$1,100 for the plaintiff.

FIRE INSURANCE.

U. S. CIRCUIT COURT, June, 1891.—*Hamilton vs. Connecticut Fire Ins. Co.* Proofs of Loss.—Appraisal—Waiver.

The points in the above case, as summarized by *Rough Notes*, are of general interest:

The policy provided that the loss should be appraised as prescribed by the policy, and that the report of the appraisers should form part of the proof required by the policy. The proof of loss furnished the defendant did not contain such a report of appraisal, but the letter accompanying the proof stated that, if there were any defects in the substance or form of the proofs, plaintiff, upon being advised thereof, would perfect the same. No objection was made at any time to the form or substance. Several other companies, some of which were not entitled to demand such appraisal, had policies on the same property; and in the course of a correspondence carried on by them and the defendant company jointly on the one side and the plaintiff on the other, in which they disputed the amount of the loss, they demanded submission to arbitration on conditions which were refused by the plaintiff. They then, by joint letter, stated that if the form of submission proposed by them contained any provisions not prescribed by the policies, each company would submit its own form. There was no further correspondence between them jointly, or between defendant and plaintiff on the subject. *Held*, that the joint demand could not take the place of the separate demand, and defendant had, therefore, waived its right to have the appraisal made a part of its proofs of loss.

WANTED.—Life and Fire Insurance Agents. Energetic solicitors who have a good connection any where in the Province of Quebec or Ontario; who have faith in their own ability to obtain business for one of the oldest and best Life Insurance Companies with easy plans to work, and who desire a remunerative contract, please address, in confidence, "Business," care of Insurance & Finance Chronicle, MONTREAL.

CONNECTICUT FIRE INSURANCE CO.

OF HARTFORD, CONN.

CASH CAPITAL, ONE MILLION DOLLARS.
CASH ASSETS, TWO AND A HALF MILLION DOLLARS.

J. D. BROWNE, President.
CHARLES R. BURT, Secretary. L. W. CLARKE, Asst. Secretary.
DOMINION GOVERNMENT DEPOSIT, \$100,000.00.
GEO. H. McHENRY, Agent, MONTREAL

NOTICE.

DISSOLUTION OF PARTNERSHIP.

The business heretofore carried on under the firm name of

BELLEAU & BAMFORD

As General Insurance Agents and Brokers

Has been dissolved on 30th June last.

The undersigned having been appointed

Sole Agent for Montreal and Vicinity

—FOR THE—

**LANCASHIRE FIRE INSURANCE CO. and the
CITY OF LONDON FIRE INS. CO.,**

the general insurance and brokerage business will be continued
as usual in my own name.

JAMES P. BAMFORD, Agent,
43 and 45 St. John street.

RE-INSURANCES.

Who can influence a good and profitable re-insurance business in **Fire and Life and Accident** for a first-class European company?

Write full particulars to M. H., care Mather & Crowther, 71 Fleet street, London, E. C.

NOTICE

Termination of Partnership.

The long time Partnership of Messrs. Taylor Bros. terminates to-day by effluxion of time, 30th June, 1891.

The individual business of Mr. T. M. Taylor which commenced in 1845 is resumed, and his Agency business continues.

Insurance business, and any other connections of his own, will be continued by Mr. J. W. Taylor individually, under the old Firm name—"Taylor Bros."

It is desirable that Accounts for any indebtedness of the Firm should be presented early after this date.

THOMAS M. TAYLOR.
JAMES W. TAYLOR.

MUNICIPAL DEBENTURES.

GOVERNMENT AND RAILWAY BONDS.

INVESTMENT SECURITIES.

BOUGHT AND SOLD

Insurance Companies requiring Securities suitable for deposit with Dominion Government or other purposes, can have their wants supplied by applying to

R. WILSON SMITH,
British Empire Building, MONTREAL

Debentures and other desirable Securities purchased.

A BOOK WITHOUT A RIVAL.

THE

FIRE UNDERWRITERS' TEXT-BOOK

BY J. GRISWOLD.

REVISED AND BROUGHT DOWN TO DATE BY THE AUTHOR,

Who has introduced much new and valuable matter, including citations to decisions in the highest courts.

A BOOK WHICH COVERS THE ENTIRE FIRE INSURANCE FIELD.

NOW READY FOR DELIVERY.

PRICE: BOUND IN FULL LAW SHEEP \$10.

ADDRESS: THE INSURANCE AND FINANCE CHRONICLE,