

T. M. Nairn, Mr. John Wright, and Mr. Colin Munro, to confer with the Executive Committee of the Michigan Air Line Company, and to arrange all necessary details in connection with the offer of assistance from the said Company towards the organization of this Company, and to enter into a provisional agreement therefor; such agreement to be subject to the confirmation of the Directors of this Company.

Moved by Mr. John Wright, seconded by Mr. Colin Munro, "That the meeting do now adjourn, subject to the call of the President."

The American gentlemen representing the different interests concurred in stating that they had no desire to interfere with each other, but that in their opinion the lines to Detroit and St. Clair should be constructed, and on this the Provisional Directors were unanimous.

### Insurance.

**FIRE RECORD.**—Belleville, Oct. 30.—A correspondent writes as follows: A fire occurred here this morning at about three o'clock, breaking out in the saloon known as the "Club House," kept by R. H. Cronn, supposed to have originated in the kitchen of the Club House. It spread north to Wright's harness shop and W. H. Scholes' grocery and liquor store, destroying the building. All the contents of Wright's building were removed with little or no damage, but Mr. Scholes has lost considerable by damage in removing, and a small amount damaged by fire and water. The steam fire engine got on the ground shortly after the alarm, but from some derangement of the branch, only one stream of water was thrown, but that prevented the fire extending further north. The buildings in the rear were saved. Insurances as follows: The buildings, which belonged to Dr. Lister, were insured in the British America for \$14,000; loss about \$1,600 to \$2,000. W. H. Scholes, insured for \$2,000 in the Commercial Union, and \$800 in the Phoenix, on stock; loss \$500 to \$1,000. R. H. Cronn, insured for \$2,000 in the Home on billiard tables, furniture, provisions, &c.; loss about \$500 to \$750; the billiard room was not burned. Mr. Wright had no insurance. Some of the assistants at the fire made good use of the opportunity they had of getting a good drink, as some of the liquor saved was soon transferred from the original cases.

Erin, Oct. 30.—The flouring mill, owned by W. Cornock, and leased by Wm. Hortop, was consumed. The fire originated in the upper story of the mill. Suspicions are entertained that the fire was the work of an incendiary. There was about five thousand bushels of wheat in the mill, on which there was an insurance of \$2,000. Upon the mill itself, which was valued at \$10,000, there was no insurance.

Metcalfe Township, Ont. Oct. 26.—Barns of James Reilly, Lot 10, concession 13, were destroyed with their contents. Loss stated at \$800; partly covered by insurance.

London, Ont. Oct. 30.—The two frame houses of Mrs. Dart and Jas. Stevens, on Waterloo street: the first named was almost totally destroyed, and the latter damaged; loss estimated at \$1,500, and insured.

Thamesville, Ont. Oct. 31.—A pile of 10,000 cords of wood, belonging to the Great Western Railway, was consumed.

Aylmer, Oct. 26.—The hotel known as the Copenhagen Hotel, two and a half miles from Port Bruce, owned by Charles Kuntze, and occupied by William Young, was totally consumed, together with contents. Partially insured.

Berwick, N. B., Oct. 12.—Dwelling house and Barn owned by C. Morton. Loss stated at \$300; no insurance.

**MARINE RECORD.**—Port Colborne, Oct. 25.—A telegram says: The schooner Tom Rayner with 100 tons of pig iron, from Kingston for Cleveland, went ashore at Morgan's Point, six miles west of

here during the snow storm. It is thought that she will get off without much damage. It is reported that there is another vessel ashore near the Rayner, name unknown. The schooner Jamaica had to run back with the loss of the fore-gaff and several sails.

Port Colborne, October 30.—The Captain of the schooner *White Squall* reports colliding with an unknown vessel last night off Long Point ont. The *White Squall* was coming down with wind north-west. The other vessel was bound up, close hauled, when the stranger put his helm up, running off before the wind, and struck the *White Squall* on the bow spirit end, opening her considerably forward. The *White Squall* does not leak. The strange vessel lost her jibboom and head gear.

Pictou, Oct. 28.—The scow Saucy Jack went ashore on South Bay point in the snow-storm last night. She has no load and is in good order. A tug will take her off to-night.

Kingston, October 29.—The schooner John Weeden, of Detroit, laden with corn, from Chicago to Ogdensburg, collided on Wednesday night, in a snow storm, near Devil's Nose, with the schooner Orion, of Hamilton. All the crew, consisting of eight men, succeeded in getting on the Orion. The captain and one man went back to the Weeden to get their papers, when the vessels parted, leaving them on board. The Weeden is supposed to be so badly injured that she cannot float long. The Orion arrived here last night slightly damaged.

**EXPERIENCE TABLES.**—It will not be long before American Companies will be able to furnish data for tables of mortality quite as elaborate as those given by the English offices. We learn that Mr. E. W. Bryant, Actuary of the Connecticut Mutual Life, is engaged in preparing a table of mortality based upon the experience of that company during the twenty-three years of its existence, and the table is so far completed that in about a year from this time it will be given to the public. It will embrace statistics derived from the observation of over 92,000 lives, or about fifty per cent. more than was used in compiling the "Combined Experience" table, and it will be the most elaborate of all made in this country. It has already so far progressed that it is evident that the rate of mortality will fall a little below the "American Experience" table and above the "Combined Experience."—*Insurance Times*.

**THE ENGLISH AND UNITED PORTS.**—A circular that has been addressed to the shareholders of the English Assurance Company, by the Chairman and the Manager of the Company, informs them that after careful consideration, it has been deemed advisable "to alter the arrangement originally proposed, and to take over the capital, stock, funds and assets of the United Ports and General Insurance Company, and this consolidate under our own name the extensive connections they had acquired. The circular further explains that the English Assurance Company "take over no risks, or liabilities, beyond those provided for by funds and assets paid into their hands;" and it concludes with stating that "when the matter is finally settled, it will be the means of considerably strengthening the Company, by the introduction of additional paid and subscribed capital, the consequent extension of our proprietary, and the addition of an efficient Agency staff."—*Post Magazine*.

**FIRE INSURANCE.**—In a case of Irwin & Hodgins vs. Lancashire Insurance Company, heard before the Chancellor, at Goderich, on the 22nd October, the following facts appeared: Plaintiffs are merchants, at Clinton, and were burnt out in May, 1863, the fire originated in other premises. Stock was insured in "Etna of Dublin," "British America," and "Lancashire" Insurance Companies. The loss was investigated at Clinton, and adjusted by Inspectors of the different Companies. The Lancashire policy covered the same goods as the other policies except *Dry Goods*, which formed the great bulk of the stock. This difference was not discovered until the adjustment was being made. The original receipt issued by the Lancashire

when the insurance was effected contained the words *dry goods*, as did a former policy of the "Home and Colonial," of which the "Lancashire" policy was a continuation. The inspector of the Lancashire on examining the documents was satisfied that the policy should have covered *dry goods*, and the omission was a mistake, in making out the policy, in the head office. The adjustment was fully completed and the proportions of each company settled. The head office of the "Lancashire," however, repudiated the action of its Inspector and refused to pay for any of the *dry goods*. The action was therefore brought to recover \$666 with costs and interest. The defence set up was: 1st. That the policy was not intended to cover *dry goods*. 2nd. That the Lancashire was not notified of the other insurance effected. 3rd. That being an English corporation, and its head agency being in Montreal, any action against it must be brought in Montreal. The plaintiffs produced direct evidence, proving that *dry goods* were intended to be covered, and also that the other Insurance was notified at the time the risk was accepted by the Lancashire. The defendants produced no witnesses, and on the first two defences, the Chancellor at once pronounced his decision in favor of the plaintiffs. In regard to the third defence, viz., that the action should have been brought in Montreal, the Chancellor expressed his opinion as against the defendants, but as counsel had referred to cases cited he reserved judgment, to look into them.

—The loss on St. Andrew's church, Montreal, was assessed at \$40,718; the insurance was \$40,000.

—The Scottish Amicable Life Insurance Society having deposited in cash fifty thousand dollars, has received a license to transact the business of life insurance in Canada.

—Mr. Geo. H. Oliver, favorably known as the inspector of the Royal, at Toronto, has taken the agency of the London Assurance Corporation for this city—an excellent appointment.

—A telegram from St. John says: that the late storm did much damage on the north-east coast of New Brunswick and Nova Scotia. Several vessels were lost and many more damaged.

—The Scottish Imperial (Fire,) and Scottish Provincial (Life,) have appointed Mr. Isaac C. Gilmor, who resigns the agency of the London Assurance Corporation, as their representative in Toronto. Mr. Gilmor is one of our oldest and best known insurance agents.

—The suit of "Mayhew vs. The Canada Farmers Mutual Insurance Company," came off at Woodstock at the recent assizes. The suit was brought by Mr. Mayhew, for \$1,300, the amount of insurance on his cheese factory, which was destroyed by fire some time ago. The company put in a plea of arson, and the jury brought in a verdict for the defendants. The case excited a good deal of interest.

### EUROPEAN ASSURANCE SOCIETY.

The petitions for the winding up of this society were heard on the 18th Oct., before Vice-Chancellor Sir. Wm. James, London. The case was opened for the petitioner, Mr. Coupe, by Serjeant Sargood. He referred to the Companies' Act of 1862 and 1867, and particularly relied upon the grounds for winding up, which provided for that contingency in the event of the company being unable to pay the debts, or if the Court thought it "just and equitable" that the company should be wound up. The Vice-Chancellor intimated that all he had to do was to try the issue raised by the words of the Act of Parliament whether the company was "unable to pay its debts." Mr. Serjeant Sargood contended that the Court would have to look into the internal condition of the company before it could say whether it was "just and equitable" that it should be wound up. The Court could not, until it had done so, say whether it was prudent that the company should continue its business. The Vice-Chancellor said the question before him