and for the current year to £67,780,396, (with an extra expenditure of £450,000 for fortifications) showing a total expenditure during the last 15 years amounting to £8,479,051.

LOCKING UP GREENBACKS IN NEW YORK.—The New York *Times* of Sept. 13th, says:—"There was some talk last night of 'locking up greenbacks' from the use of the banks and of the money market, which may be regarded simply as an idle threat. We know of only one or two stock firms on the street capable of this meanness, and they must have felt ashamed of the dirty work last winter, after its machinery was exposed and reprobated by all respectable money lenders, as well as by the public. *Then* several National and Canadian Banks were used, some of them unwittingly, to play a part in the game. *Now* the National Banks, at least, dare not lend themselves to such irregularities again. Steps have already been taken to deal with them through the Bank Examiner here or the Department at Washington, in case they attempt to lend money on sealed packages of Greenbacks or Certified Checks or National Bank Notes, either for the purpose of distressing the money market or to make usurious interest on obligations of lawful tender equal to money itself. The Canadian Agencies are not governed by the National Banking Act, but from what we know of their respectable managers we believe they will participate in no operation which would be deemed lawless and unusual, as well as discreditable, by our own Bankers and Trust and Insurance Offices. One or two of the National Banks directed by certain Stock Exchange Brokers are talking up the price of money, from which it may have been inferred that they are in a combination to make it scarce by the more than equivocal process referred to; but we have reason to state that the officers of at least one of the Banks alluded to have no such intention, nor do they believe the movement will be seriously attempted after the experience of last winter, and the abortion of the same tricksters in June."

Law Report.

WIGGINS V. THE QUEEN INSURANCE COMPANY.—This case came on for trial yesterday, before Mr. Justice Monk and a Special Jury, at Montreal. The proceedings were watched with some interest by numerous representatives of the various Insurance Companies.

It appeared that in May, 1866, the plaintiff effected an Insurance for $1000 with defendants for one year from date, on his furniture, wearing apparel, &c., contained in a house built of wood and then occupied by him in St. Genevieve street in this city, and that he paid the premium thereon. During the night of the 29th November last, a fire, the cause of which is unknown, broke out in those premises, and through some difficulty in giving the signal at the nearest fire alarm box, the house was nearly gutted and its contents almost totally destroyed before the arrival of the fire brigade, and in consequence of the rapid spread of the flames, very few articles were saved. A few days afterwards, an appraisement was made of the articles damaged, of which remains were found, and their value was put by the surveyors at about $350. On the 10th of December the plaintiff sent in his formal claim and detailed statement of loss, comprising a list of furniture and clothing of himself, wife, and family, totally destroyed, and placing his loss thereon at an additional sum, forming with the above appraised sum a total of about $12,000, and made his claim in usual form for the amount of the policy, $1,000. This demand the defendants resisted as exceeding the actual loss sustained by plaintiff, and after some attempted negotiation, the present action was instituted in February last. The defendants, in their plea, recite the 12th condition endorsed on the policy, which stipulates that if an intentional and fraudulent overstatement be made in the claim for loss, in that case the insured should forfeit all claim under the policy; that in the plaintiff's statement of loss there is such an intentional and fraudulent overstatement and valuation, and that consequently the plaintiff cannot recover the amount of the policy.

The plaintiff's counsel after proving the Insurance and the circumstances of the claim by the Agent of the Company, called and examined about fourteen witnesses, by whom they sought to prove the different portions of plaintiff's claim. This necessarily occupied considerable time, on account of the detail requisite in such cases.

The defendants having closed their case, several witnesses were examined by plaintiff in rebuttal, and by them most of the doubts raised by the defence were cleared away.

Mr. Carter then addressed the Jury, especially to review this last evidence, and contended that the defendants had established their pleas of fraud and false statement, and asked a verdict for defendants.

Mr. Perkins, in closing the case in reply, entered the proceedings of the Company, with whom the plaintiff had been insured for four years at the same sum, without objection, and after the defendants had examined his premises on the occasion of a very small loss previously sustained by him. The learned counsel contended that the plaintiff had proved the items of his claims with more minuteness than is usually expected under the circumstances; that there was no fraudulent misstatement, and that he was entitled to a verdict for the full amount of his policy.

His Honour the Judge then charged the jury, and briefly reviewed the case and the evidence, directing them that if they found that there was any fraud or wilful misrepresentation in plaintiff's claim, that they must reject his demand, but on the whole, His Honour seemed to think that plaintiff proved his claim, and his charge was somewhat in his favour. He also stated that should the jury consider that the loss sustained by plaintiff did not amount to that claimed, and that the excess was not owing to fraud or wilful misrepresentation, it was in his opinion competent to them in that case to assess the actual damage, and find a verdict for that amount for plaintiff.

The Jury then retired, and after an absence of over half an hour, returned into Court at 6½ P.M., and gave in their verdict for plaintiff for $900.

The following was the suggestion of facts submitted to the jury, and their findings therein:—

1st. Did the defendants execute in favour of plaintiff the policy of insurance described in the plaintiff's declaration at the date, and for the amount recited by said declaration?—Yes.

2nd. Did plaintiff from the time of making said policy, until the date of the fire hereafter mentioned, fully pay defendant's premiums and sums of money due thereon, and were the same accepted by defendants?—Yes.

3rd. Was the plaintiff interested in the subjects insured at the date of said policy, and up to the time of the fire, in the sum of $1,000; and was plaintiff the owner of the subjects insured at said date and up to the time of said fire?—Yes.

4th. Were the premises of said plaintiff at Montreal, on the 29th day of November, 1866, partially destroyed by fire, and his goods and property consumed by such fire?—Yes.

5th. What was the cause of the said fire?—It is unknown to us.

6th. Was the policy mentioned, at the time of said fire, in full force and existing?—Yes.

7th. To what amount did said plaintiff sustain loss and damage, by fire, to wit, at the date mentioned in plaintiff's declaration in respect to the property referred to in the policy issued by the defendant to plaintiff?—One juror for $1000, nine for $900 and two for $800.

8th. Did plaintiff forthwith and within the time required by said policy, to wit, the 12th December, 1866, at Montreal, give notice to defendants and deliver an account of particulars of his loss, under oath, and offer all information to defendants and make claims to the payment of a sum of $1000, of and from defendants?—We consider that the claim was made, but not in due form.

9th. Did the plaintiff, by his claim in writing, claim from the defendants the sum of $1000 and was, and is their fraud in said claim?—He made claim for that amount, but there is no fraud.

10th. Was there a false statement in said claim?—We think not.

The Jury was then discharged.

IMPORTANT MARINE DECISION.—A question of great importance, which had never before been decided in this country, was raised in the case of *Kidstone* v. *The Empire Marine Insurance Company*. The plaintiff chartered a vessel, of which he was owner, from the Chincha Islands to a port in Great Britain, and insured the freight (valued at £5,000) for £2,000. The vessel suffered damage on her voyage from perils insured against, and was compelled, in consequence, to put into Rio. It was then found that she was so injured as to be a total loss. The cargo was transhipped by the master to another vessel, and was ultimately brought to its port of destination. The plaintiff had to pay £2,467 11s. 10d. for the carriage of the cargo from Rio to England, and on its arrival he received from the charterers the full freight of £5,000. The plaintiff then claimed from the defendants re-payment of part of the money paid by him for bringing the goods from Rio in proportion to the amount insured, viz., two-fifths, as two-fifths only of the whole value of the freight was insured.

The policy of insurance was in the ordinary form, and contained a clause to the effect that the underwriters should not be liable for particular average—or, in other words, for a partial loss of the freight insured. The policy also contained what is called the suing and labouring clause, in the following words:—"In case of any loss or misfortune, it shall be lawful for the assured, their factors, servants, and assigns, to sue, labour, and travel for, in, and about the defence, safeguard and recovery of the aforesaid subject matter of the insurance, or any part thereof, without prejudice to the insurance, the charges whereof the said company will bear in proportion to the sum hereby insured." The defence was that the master was bound, under the circumstances, to forward the goods to England, and that his ability to do so, and thereby to earn the whole of the freight, subject to the cost of the conveyance from Rio made the case one of partial, and not of total, loss of freight, and therefore the defendants were not liable to pay the sum claimed as it fell within the clause in the policy which excepts particular average from the risks insured against. The Court of Exchequer Chamber held—affirming the judgment of the Court of Common Pleas—that the plaintiff was entitled to recover what he claimed.

Kelly, C. B., in delivering the judgment of the Court, said—"We are of opinion that, upon the ship becoming a wreck at Rio, and the goods having been landed there, inasmuch as no freight *pro rata itineris* could be claimed, a total loss of freight had arisen, and that the expenses incurred in forwarding the goods to England by another ship were charges within the suing and labouring clause, incurred for the benefit of the underwriters, to protect them against a claim for total loss of freight, to which they would have been liable, but for the incurring of these charges, and that consequently the amount is recoverable under that clause in the policy." It will be seen that the decision of this case depends upon a technical rule of law—that no freight is due until the voyage is completed. Freight in this way somewhat resembles rent which does not accrue *de die in diem*, but accrues due on the day when it is reserved. This rule applied even when a ship is lost or so damaged that she cannot proceed with her voyage. Even, although the cargo may have been brought within a few miles of its destination, no freight is due until it actually arrives. Although this sometimes may lead to rather inconvenient results, it does not cause so great a hardship as might at first sight be imagined, because it was long ago established (*Shipton* v. *Thornton*, 9 A. & E. 314) that if a vessel is prevented from completing her voyage by sea damage the master is entitled, if he thinks fit, to forward the goods by some conveyance equally cheap to their destination; and he is then entitled on the owners obtaining their goods, to the whole freight which they have contracted to pay. This rule applied in this case. On the arrival of the goods at Rio (the vessel being a total loss) there was apparently a *total* loss of freight. If the master had not transhipped and sent on the goods, the underwriters would have been liable to pay the whole sum insured, because the plaintiff could not have claimed any freight at all as the voyage was not completed. Instead of this, the master sent on the goods by another ship, and so earned the freight originally agreed to be paid. There was therefore no loss of the freight either total or partial, and the expenses of forwarding the goods from Rio seemed to come within the very words of the suing and labouring clause. An attempt was made to show that these expenses could not be recovered under this clause, and two well known cases *The Great Indian Peninsula Railway Company* v. *Saunders* (10 W. R. 520), and *Booth* v. *Gair* (12 W. R. 105) were cited in favour of this contention. The Court, however, distinguished these cases from *Kidstone* v. *Empire Marine Insurance Company*, as being cases where it was impossible to say there had been a total loss. There the insurance was upon goods, some only of which had been destroyed, while here the whole subject matter of the insurance would have been totally lost but for the expenditure which the plaintiff endeavoured in this action to recover. Another question also arose as to the admission of evidence for the purpose of showing the precise meaning of the words "particular average" and "particular charges." It was held that evidence was admissible to show that the expenses incurred in preserving the subject matter of the insurance were designated as "particular charges," and not as "particular average." Such evidence in no wise controlled or varied the language of the policy, and was therefore, admissible in accordance with the well-known rules of evidence on this subject.—*Solicitors' Journal.*