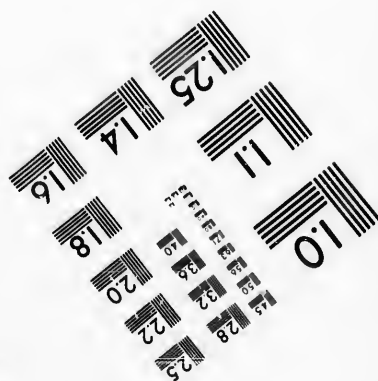
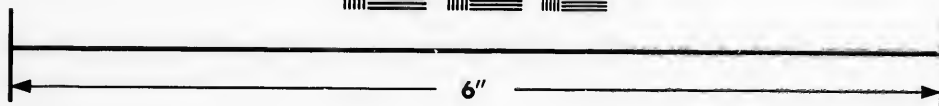
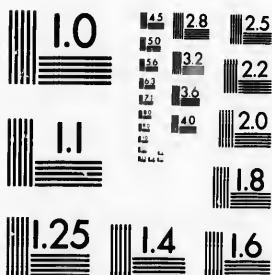


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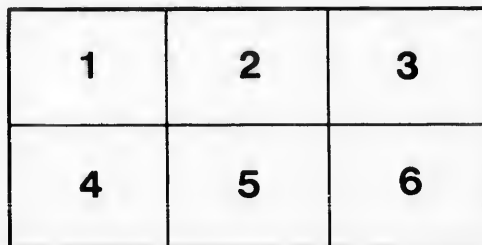
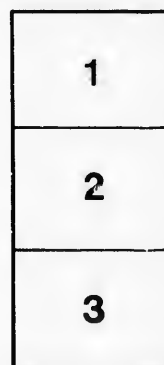
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Report of the Trial

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AGAINST

THE STATE FIRE INSURANCE CO.,

OF LONDON.

FOR RECOVERY OF INSURANCE.

M. Seely

TORONTO:

PRINTED FOR THE STATE FIRE INSURANCE COMPANY.

1860.

HODGE vs. STATE.

The Judges have set aside the Verdict by granting a
New Trial.

Report of the Trial.

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JUN 21 1935

HONOURABLE AND REV. T. P. HODGE,

AGAINST

THE STATE INSURANCE COMPANY.

Attest

TRIED before the Hon. Mr. Justice BURNS, on Wednesday, January 18, 1860.

Counsel for the Plaintiff, Hon. J. H. CAMERON, Q. C., and Mr. McGRATH.

Counsel for the Defendants, Mr. M. C. CAMERON and Mr. E. CROMBIE.

This was an action on a policy of insurance for \$4,000 effected in the defendants' office in the month of February last. During the month of August last, the premises and property insured were totally destroyed by fire. The defence set up was fraud, perjury, and that the plaintiff had fired his premises. Mr. CAMERON opened the plaintiff's case to the jury, and called

JAMES McGRATH,—to J. H. CAMERON.—I reside in Springfield, in the township of Toronto. The plaintiff resides there; he is the Church of England Minister in charge of the Credit Mission. He came to reside there in July last, twelve months ago. Recollect the fire; it occurred on the 16th of August. First discovered the fire about two o'clock in the morning. Mr. Hodge left my store the evening before, about half-past seven o'clock, to go to Port Credit. Did not see him till next morning about 6 o'clock in my own bed-room. Mrs. Hodge was in Blenheim. Notice was sent to the Company that morning. Mr. Hodge had an excellent library, to all appearances. Did not open or examine the books, but they looked very well in the cases. Would not say they were worth \$1,200. (Witness here enumerated several articles of plate which he had observed when on visits.) Would not say that \$800 would be an excessive insurance on the plate. The bed and table linen would not be over estimated at \$400. Cannot put a value on the cabinet of shells. \$600 was not more than half the value of the household furniture. There was a piano worth \$400. Independently of the piano, the furniture was worth far more than the amount insured. Mr. Hodge is a man in easy circumstances; he never appeared to be in want of money. I

had to pay him his salary. Often asked him whether he required money. He said no. The drawing room was as well furnished as it well could be.

Cross-examined by M. C. CAMERON.—The house was a two-story one, about 40 x 24 feet. There was a Brussels carpet on the drawing-room floor. I think the secretary would be worth \$40 or \$50. There were at least a dozen of chairs in the drawing-room; black walnut with damask seats. The plate was an old pattern. The large salver appeared to be silver. Did not find much of the remains of silver in the ruins. There was a watch found; Mr. Hodge said he thought it was his wife's. The chairs were valued at \$8 each. Mr. Hodge told me the piano cost \$500. In Mrs. Hodge's bed-room there was a French bedstead. I saw Mr. Hodge in my place at six or seven o'clock on the morning of the fire. He seemed very much agitated. I said it was a melancholy circumstance. I told him to notify his Company, and I would notify mine, meaning the Provincial, in which the house was insured. He wrote his notice to the State, and I to the Provincial. He directed his letter to Mr. McKay. I am Post Master of the village. We have a regular type stamp to stamp letters. I change it every day. This morning it was very early when I went to make up, and I might not have changed it. I keep a store; one side of it is used for the Post Office. Mr. Hodge wrote the letter in the store. I was on the opposite side to him. Plaintiff asked across the store if it was the 19th? I replied, no, it was the 16th. He read the letter to me; I stamped it. I recollect reading the letter, but I don't recollect noticing the date upon it. Dr. Twining was in the office when I told Mr. Hodge that it was the 16th. I addressed the letter myself.* If the letter bears the Post Office stamp of the 15th it could not have been changed. Plaintiff came to me for advice. I told him to let everything be known "plain up and down." He said he could not recollect everything that was in his house. I said, "Let you and Mrs. Hodge take the rooms separately and note down what was in each." He did so, but he told me he did not know the value of many things. I asked him what kind of things they were, and then I told him what I thought they were worth. I told him I thought the drawing-room chairs were worth \$8. He said they cost him \$12. He said they were bought at a sale of Vice-Chancellor Jamieson's. Our Inspector valued them at \$8. Plaintiff did not say that he got the chairs from the Vice-Chancellor's, but that he purchased them from some person who got them at Mr. Maynard's sale. What I understood was that Vice-Chancellor Jamieson left them to Maynard. These were the drawing-room chairs. Plaintiff told me that his piano cost £125. He did not purchase it at all; it belonged once to Joseph Spragge; it was given to Mrs. Hodge before her mar-

* The address is in the same hand writing as the body of letter.

riage. I could not say what age it was. It was in perfect order. I thought it was a splendid instrument. I saw some at the exhibition here valued at \$1,000, but I could not see they were any better.—After the fire I ordered an examination of the *debris* and brought home the remains of the plate, &c., &c. (Fragments of melted plate, damaged by fire, being handed witness, he said,) I have seen this plate before. I was under the impression it was silver, as I tried it with acid. I cannot say whether this is the bouquet-holder I found. The one I found was complete. The watch I found I remarked had a small hair spring. I noticed it as I thought it curious that so small a thing had not been melted by the fire. I do not see the hair spring in the watch now handed me. (Counsel for plaintiff admitted the identity of the watch.) I found something like the remains of a candlestick. I recollect seeing in the house two pair of castors upon the side-board. This was one evening when there was a supper party, at which twenty-five persons were present. I have paid £5 or £6 a pair for castors, and I think mine are very nearly as good as plain castors. I am agent for three Insurance Companies in Springfield, and I am well known in Springfield. I have advertised it. I cannot say whether Mr. Hodge knew I was an Insurance Agent. I recollect seeing Mr. Hodge to insure. He made no application to me for insurance.

STEPHEN LETT, L.L.D.,—to J. H. CAMERON.—I am acquainted with the Plaintiff. He is married to my wife's aunt. I have had occasion to visit his house in Springfield. I have been all over it. I was in court while McGrath was examined. The house was well furnished. The drawing-room was remarkably well furnished, as were also the bed-rooms. I do not think \$600 was anything like the value of the furniture. Plaintiff cannot refit the house for anything like the sum. The piano was a present from my wife to his wife. I think I have heard my wife say that it cost £125. I cannot say that I had very good opportunities of seeing the plate in plaintiff's house. All they had appeared very good indeed. I cannot say whether or not Mr. Hodge's library was all unpacked. I saw some large trunks in his house. When speaking of his books he gave me to understand that he had no case large enough to contain them all. The books in the case were all handsomely bound—they were drawing-room books. I do not think they could be replaced much under £150 or £200. I have had no opportunity of being particularly acquainted with Mr. Hodge's circumstances. Mrs. Hodge has means of her own. She possesses seven or eight acres of land, worth £300 an acre.

Cross-examined by M. C. CAMERON.—I never heard that Mr. Hodge was sued in the Division Court. I am not aware that his

name has been on a good deal of paper. I had a note of his the other day, made in his favour by Mr. Ritchey. I am nearly certain I never saw his name on paper—I remember now; he was purchasing some property of the Crown, and wanted to raise £60 or £80. I heard that he got a note discounted in the Bank of Upper Canada. I was in the Township of Blenheim when the fire occurred. Mrs. Hodge had been there on a visit to my wife over a week or a fortnight before the fire occurred. I don't think she brought any jewellery with her. My wife wrote to her to come plainly dressed into the country. I am well acquainted with Mr. Hodge's house. When plaintiff was sick, I stayed there with him two days. I cannot say of what material the bedstead was made. I did not observe any books up stairs. I cannot say how many books there were in the book-case. It was a large book-case for a drawing-room. There were more than a hundred volumes in it. I cannot tell their size. I do not think there were any folios or quartos. Editions of Scott's poems, Moore's, Byron's, and Longfellow's were there—that is, I think they were, but I cannot speak with certainty. I know when I go to buy books bound as they were, they are generally very dear. Such a Byron as I saw, I should think would be worth \$3 or \$4. The only time I looked into the book-case was, when Mr. Hodge was sick. I was relieved and went to the book-case to look for a divinity book, and the only one I found was—"Tracts for the Times." There were seven volumes of the work. It is out of print, I believe, and very valuable; I dare say worth \$4 a volume.

Re-examined by J. HILLARD CAMERON.—I cannot say that all the plaintiff's books were English editions. There is nothing more deceptive as to value, than a library. I have seen your library, Mr. Cameron, and should think it was worth £800.

MRS. LETT, wife of DR. LETT.—to J. H. CAMERON.—I am a niece of Mrs. Hodge. I have been at the house in Springfield three or four times for a short period together. I should value the clothing and jewellery of Mrs. Hodge, at from £200 to £300. The piano was my father's gift to me. I asked him before he died if he had any objections to allow me to give it to my aunt. He had not. I bought the piano; it cost £106 cash. At the time of the fire, Mrs. Hodges had been with me about a week. I noticed when I was at plaintiff's house, that the spoons and forks were all silver. I don't think the salvers were all silver. The castors were all silver. The articles were plain, but very good. The drawing-room furniture was altogether what Mrs. Hodge's mother had. The carpet was a Brussels. The dining-room was not particularly well furnished. I know my aunt had property of her own. I never

heard of Mr. Hodge being in pecuniary difficulty. On the day of the fire Mr. Hodge was expected in Blechnim by the first train, but he did not come until the afternoon. He explained the cause of the delay.

Cross-examined by M. C. CAMERON. The piano cost £100, and the cover £3. I worked the cover of the music stool myself. It was worth, perhaps, \$6. Mrs. Hodge brought with her to Blechnim, a very small quantity of clothing. She had some little jewellery with her. She did not bring a watch chain. She had broken her's and I lent her one of mine. I should think she had about five brooches. I cannot say whether plaintiff had two watches at Joseph's repairing. I know he had two old watches which had belonged to Mrs. Hodge's grandmother. I never saw the watch now handed to me, before. I know plaintiff's table linen was good. I cannot say how much they had; I only know I heard Mrs. Hodge say she had an immense quantity. I should think the sheets were worth \$20 per pair. They were perfectly new. I understood that Mr. Hodge had brought them from the West Indies. Mrs. Hodge had a great many dresses.—A white satin, a black satin, a white silk, a lavender brocade, and several evening dresses. Some of the dresses were purchased just before her marriage. Some were two or three years old. I think the brocade dress would be worth £10. I recollect a white satin dress and a primrose satin. I did not see any books besides those in the book-case in the drawing-room.

Re-examined by J. H. CAMERON.—At the time of the fire, Mrs. Hodge had been married about two years. Most of these things had been got quite new on account of her marriage. She had a very handsome mourning brooch worth £8; three or four bracelets, and some beautiful rings, some of which were sent from England. I think the value I put on her dresses—£200 or £300—is not too large. She spent more than £100 at the time of her marriage on dresses, &c., and she had a large wardrobe before.

DR. TWNING examined by C. McGRATH.—I reside at Springfield. I recollect the fire taking place in the house of Mr. Hodge. It was a very fine summer's evening. My house looks across the valley of the Credit, nearly facing the house that was burned. I was sitting with a friend upon the verandah until a very late hour in the evening, up to about twelve o'clock. At the time of my going to bed there was no light of any description to be seen at Mr. Hodge's. It might be half-past twelve when I went to bed. About two o'clock in the morning I was called up by a lady stopping in the house, who cried out there was a fire. When I looked out I saw the house was a whole mass of flames. It was in such a state that had anybody been inside, they could not possibly have escaped. I went down

very quickly, fearing that Mr. Hodge might be inside. I did not know the family were away. I have visited the house as a friend, and in my professional character. I heard the evidence given by McGrath as to the furnishing of the house and its value. I looked at the drawing-room furniture as being the most valuable in the house. The rest of the things in the house were plain and ordinary without any show. I don't think they would be worth £150 or £200 irrespective of the piano. I have seen Mr. Hodge's cabinet of shells. It struck me as being a very beautiful one and very expensive. It was the best private collection of the sort I had seen. I should not think \$300 or \$400 too large a sum for such a collection. I have been at parties at Mr. Hodge's. Plate, such as forks and spoons, was in abundance. They were unquestionably silver—that is, so far as I am capable of judging. There were some other articles that might or might not be silver, such as eastors. I should not think \$800 too large a sum to be insured on the plate. I have seen the books. They were handsomely and well bound. Mr. Hodge was always well dressed as a clergyman until he was burned out, and then he had to do as well as he could for a few days. Mrs. Hodge was always handsomely dressed. She had some handsome jewellery.

Cross-examined by E. CROMBIE.—There was a large couch in the drawing-room. I should think it was worth £3 or £4. I don't know the number of chairs in the drawing-room. I noticed them particularly, because, a few years ago I had some chairs very similar to them in appearance. I should think plaintiff's chairs were worth £3 each, as near as I can tell. I should think there were eight or ten of such chairs. I know I gave £20 for a book-case, and I don't think it was so handsome as Mr. Hodge's. His furniture was not new, but it was in a good state of preservation. I cannot put a value on the furniture. I should think 6s. a yard about the value of the carpet in the drawing-room. I have been in the dining-room. The furniture was plain; the best article in the room was the sideboard. I cannot speak to the chairs. I was sitting at the front of my house on the evening of the fire, from about 9 to 12 o'clock. I had in fact been there nearly all day; it being hot weather, we dined on the verandah. We looked full upon the front of Mr. Hodge's house. Had anybody gone into Mr. Hodge's, I should have seen him, though too far off, perhaps, to identify him. I did not see Mr. Hodge leave. I cannot say what the value of Mr. Hodge's cabinet of shells might be to a connoisseur. Mr. Hodge frequently left his house to come to town. When going away, I have heard that he has once or twice taken some plate to a neighbour's. He never left any with me. I only know by hearsay, that he left plate with his neighbours. I cannot undertake to swear the

plate was all silver. I think I can swear to the spoons, but I have not so much faith in the salvers and things of that description. Mr. Hodge was never in the habit of borrowing money from me. I "baeked" a note for him soon after the fire, in order that he might get some furniture. The furniture was bought at a credit sale. The value of the note was \$51.

CHARLES E. ANDERSON, examined by J. H. CAMERON.—I am well acquainted with Mr. Hodge. I have been in his house five or six times. I was present at a supper party, when I suppose there were 25 or 30 people present. I observed that there seemed quite a sufficiency of silver spoons and forks for a family in Mr. Hodge's position. I have observed the way in which the drawing-room was furnished. I should say \$600 or \$800 was a very low value to place upon the furniture. I was once twenty minutes with Mrs. Anderson in the room. We called unexpectedly, and Mrs. Hodge was not prepared to receive us. We did as people will do sometimes; we made remarks upon things, and thought the parlour furniture very valuable. I should not think \$600 or \$800 too high a value for the plate. The drawing-room was the most handsomely furnished room in that part of the country. So far as my knowledge goes, there are no extravagant valuations placed upon the various articles included in the policy.

Cross-examined by MATTHEW CROOKS CAMERON,—Putting the piano out of question, I should not think the drawing-room set could be purchased for much less than \$300. The set would consist of the couch, 12 chairs, and the centre table. I should say the chairs were worth \$8 each. That, I should think, a moderate price. I should think Jacques & Hay would ask \$300 for such a set of furniture as plaintiff had in his drawing-room. I was up stairs once or twice when Mr. Hodge was sick. I should say to all appearance from what I saw, you could not furnish a house with bed linen, beds and furniture, such as plaintiff had, under £300. That does not include the plate, piano, and books, &c. I am not prepared to give the price of articles in detail. Last year, when I insured, I went over my house, room by room, took down each article, and was thus able to form an idea of the total value. I form my idea of the value of Mr. Hodge's furniture from the knowledge I thus gained of the value of my own. I am not aware it concerns you to know what my house contains.

M. C. CAMERON said the witness estimated the value of plaintiff's furniture by comparing it with his own. It was necessary the jury should have an opportunity of judging of the value of the comparison by knowing what articles of furniture the witness had.

HIS LORDSHIP thought the question should be answered.

Witness continued.—I have in my house bureaux, centre tables, good Brussels carpets, lamps, good glassware, good chinaware, &c.

M. C. CAMERON.—We have not found any of these things in Mr. Hodge's possession.

THOMAS WHEELER examined by J. H. CAMERON.—I am an Engraver. I recollect engraving a quantity of silver for Mr. Hodge. I find by referring to my book that there were 12 table spoons, 12 table forks, a silver cup, fish-slice, sugar tongs, and other articles. They were all massive silver. The engraving cost \$9. The probable value of the goods was \$280 or \$320.

NATHANIEL HAMMOND examined by J. H. CAMERON.—I am registrar of the County of Bruce. I knew Mr. Hodge when he resided at Saugeen. I have had an opportunity of knowing the quantity of furniture he possessed. I have been frequently in his house, and have had an opportunity of seeing it. So far as I can judge from comparison, and from having made some memoranda, I think the value of goods in his drawing-room, was between £200 and £300. I made a detailed statement of my own, and was quite surprised at the large sum it amounted to. In my drawing-room there is a piano worth \$260; seven music books, \$60; sofa, \$40; chairs, \$27; easy rocking chair, \$20; centre table, \$20; papier mache, \$16; sewing machine, \$30; small side table, \$5; centre table cloths, \$12; glass, \$14; carpet, \$25; what-not \$5; fifty volumes of books, commonly bound, ranging from \$1.25 to \$1.50, I put down at \$1 a volume; copy of the "Vernon Gallery," \$25; Campbell's Poems, \$5; Annuals about, \$10; papier mache desk, \$10; a portfolio, \$5; Russian leather reticule, \$8; silver card case, \$16; other small things about the table, \$40; plated candlesticks, \$12; Daguerrean pictures two cases, \$40; prayer books, one at \$5, one at \$25, one with lessons, \$4, one at \$75; making in all \$802. Previous to making this calculation, had I been asked the value of goods in my room, I should have answered \$400. I do not know much about shells; I have been on the West coast of America, and in the Sandwich Islands. The class of shells in Mr. Hodge's collection was exceedingly curious and unique; much better than I ever saw anywhere else. I could not place a value upon the collection. It had a fictitious value; the proprietor would not part with it for a large sum. I should not think that \$300 or \$400, considering the trouble and expense of collection, would be too large a price to put on it. I have observed the bed linen in use in Mr. Hodge's house; it was of a very fine quality, peculiar to warm climates. In warm climates, as a general thing, you will find the finest linen used. I value the furniture in my house at over \$7,000, and I think Mr. Hodge's property was worth several hundred dollars more than mine.

Cross-examined by M. C. CAMERON.—I include in my calculation of the value of my drawing-room furniture all the articles enumerated. Mr. Hodge had a case filled with books, besides I have seen books in the drawers belonging to the book-case. There were a great many books bound like the most expensive of mine. I understood that Mr. Hodge sold out the property he had at Saugeen. He kept some of his property, the chairs for instance. I don't recollect the style of the furniture, though I saw it when Mr. Hodge was sick. I myself have some of Mr. Hodge's chairs in my possession. He left them in my care when he removed. The covering of the seat of one chair is blue damask; another is a mahogany chair covered with red morocco. I have been in Mr. Hodge's house when there were 25 or 26 people at supper. There was a nice display of plate. I have seen, I think, a silver mug there. My impression is, but I cannot state positively, that it was a quart mug. I saw it in Southampton. I cannot state on what particular occasion I saw it. There is no comparison between Mr. Hodge's books and mine; my books occupy two or three shelves—about \$50 worth. I cannot say how many shelves there were in Hodge's book-case. As near as I can recollect from memory there were six or eight. I recollect the candle-sticks, glass shade, toast-rack, tea set of silver-ware, sugar basin, cream jug, gravy spoon, and fish slice. I have seen these things used at dinner. I was called upon by an Insurance Agent, and I said that if Mr. Hodge was insured to the amount of \$1,200 he was well insured. That only shows how easily one might be mistaken. I may have been surprised to hear that \$1,200 was placed upon his books alone. I had no more idea of the value, without some little thought and going into detail, than possible. When I spoke to the Insurance Agent I was speaking upon impressions; I am speaking upon oath now. I cannot recollect in detail the furniture in the bedrooms. There were chairs, and beds, and bedding. I did not see anything extravagant in the rooms, or I should have noticed it. To my knowledge Mr. Hodge was in no difficulty (pecuniary) in Southampton. We had business transactions together. I am indebted to him to the amount of £40 a year, and if he had any serious difficulties I should have known. Mr. Hodge got his drawing-room chairs from Dr. Crawford. These were the red morocco chairs, in the dining-room.

THOMAS BELCHER examined by C. McGRATH.—I reside in Saugeen, and am acquainted with Mr. Hodge. I was frequently at his house. I assisted him to pack up his furniture when he left for the Credit. I directed the boxes "T. P. Hodge, Port Credit." There was a good deal of property to go to the Credit.—He had a sale before he left Saugeen. The principal part of his most

valuable property he took away with him. I assisted him in packing up the book-case and the books that were in it. There was another box of books packed, besides those taken from the book-case. There was a large amount of bed and table linen. The sheets were all of very fine linen. I had an opportunity of seeing them when they were washed. The house was well furnished. I considered Mr. Hodge's house and Mr. Hammond's to be the best furnished in the place. I never was at Springfield.

Cross-examined by E. CROMBIE.—I helped to pack the piano and sofa. The sofa was a large size, and covered with damask, in the same way as the chairs. The dining-room chairs were very handsome covered with scarlet morocco. I was present when Mr. Hodge bought the drawing-room chairs from Dr. Crawford. I think \$6 or \$8 was the price bargained for. I don't remember how many there were. I packed the book-case. I should say there were six shelves in it. They were very deep; there were two rows of books on each shelf, one before the other. I cannot speak as to their value. Some of them very handsomely bound. There was another box in which there were some books, but I cannot say what kind they were. I saw the books at the top when the box was opened. I think they were professional books. I saw the collection of shells; they seemed to me to be very handsome. I am not a linen draper, but the sheets seemed to me very good; they were all linen. I cannot say how many there were. There were, when I saw them, six or eight upon the lines drying. I only examined one. Mr. Hodge was then in lodgings. These things were washed just before his marriage. Mr. Hodge's furniture was more substantial than Mr. Hammond's. The chairs, and sofa, and piano were very handsome. I think there were two tables in the dining-room. I speak of the house at Southampton. I think the tables he had in Southampton were sold. I packed up some "small little" tables. The bed-room furniture was sold. I don't think any of the bedding was sold. None of the blankets or quilts were sold; they were packed up and sent away. When we were packing up the goods I saw a good deal of plate about. I have often borrowed some of it myself whenever we have had anything extra over at our bachelor's hall. I have borrowed 12 large forks, 12 small forks, mustard pot, and pepper easter. I will not undertake to swear whether they were silver or not; I saw the sterling marks upon them. They didn't leave any bad taste in my mouth. There was no crest upon them at the time, so far as I recollect. I cannot tell what is the standard mark of silver.

JAMES CRAIG examined by J. MCGPATH.—I am Station Master of the Grand Trunk Railway at Port Credit. On the 12th July we received goods for plaintiff, weighing 3,712 lbs.; on the 14th, 1,900

lbs. ; on the 15th, 310 lbs. ; on the 23rd, some more, making a total of 6,212 lbs.

Cross-examined by M. C. CAMERON.—I don't know what was in the cases. I can only speak of the weight. They were described in the vouchers as containing packages of household furniture.

STYLES STEVENS examined by J. H. CAMERON.—I am a Hotel-keeper at Port Credit. I recollect that on the 15th or 16th October, Mr. Hodge came to my house. It was the evening of the night in which the house was burned. He was a few minutes too late to take the cars when he arrived. He remained at my house all night. He intended to take the first train in the morning, but he accepted a seat in Mr. Cotton's buggy. I saw him about five o'clock in the morning. He had put his horse in the stable over night. The key of the stable was given to Mr. Cotton, so that when he got up in the morning early he might get his horse.

Cross-examined by M. C. CAMERON.—My place is between three and four miles from Springfield. Mr. Hodge went to bed about ten o'clock at night. I think I went to bed before eleven. I think I was the last up in the house. Mr. Hodge arranged to go to town early in the morning with Mr. Cotton. I cannot say what time the first train passes. Mr. Hodge and Cotton were in the sitting-room together—not in the bar-room—before they went to bed. When I first saw plaintiff in the morning, I had heard of the fire. They were nearly ready to start when some person came in and mentioned that there had been a fire, and he understood it was the parson's house that had been burned. Mr. Hodge went back, instead of driving to Toronto. I followed him "right up," as I had a house close by his. I drove up in my buggy. I did not go the same way as the plaintiff. I had no conversation with him in reference to the fire. He did not mention anything about being insured. The train had passed but a few minutes the night before, when Mr. Hodge drove up. I should think it would be about 8 o'clock in the evening. I live twelve or fourteen rods from the station, looking towards the lake.

THOMAS COTTON examined by JOHN H. CAMERON.—I am collector at Port Credit. What I know is confirmatory of the evidence of the last witness. I got up in the morning first, and saw some persons who said they had been travelling through Springfield, that they were very tired, and that if they could get a glass of whiskey, they would feel thankful. They said there had been a fire at the minister's. I called Mr. Hodge down stairs. He heard what the men had to say. He declined going to town with me. He went I think, to where his house had been, in his own buggy.

Cross-examined by M. C. CAMERON.—I kept the key of the stable in my own pocket, because I was afraid the landlord would not be up time enough. I slept in the room next to Mr. Hodge.

ROBERT COX examined by JOHN H. CAMERON.—I live at Springfield, and know Mr. Hodge. I know he was in the habit of going away from Springfield and leaving his house shut up. On one occasion I had the charge of some small silver. It was enclosed in a small leather bag. It appeared to me very weighty. I did not get it direct from Mr. Hodge; the Rev. Mr. Denroche had it first, and when he was going to Toronto he asked me to take care of it until plaintiff returned. It appeared to me to be 80lbs. or 100lbs. in weight. I was frequently in Mr. Hodge's house. I have heard the testimony of other witnesses, and it appeared to me to be correct. One of the witnesses said the sofa was worth £4 or £5, I should say it was worth five times that amount. It was an excellent sofa. I generally concur with the different valuations passed on other articles by previous witnesses.

Cross-examined by E. CROMBIE.—I received the silver at my own door. It was brought by the Rev. Mr. Denroche. He carried it, and said when he gave it to me, that though the distance was short, it had fatigued him. The bag was full. I conclude it was small silver, because it was not bulged out on the sides. Had there been large silver in the bag, such as the cake basket, the sides of the bag would not have been so smooth as they were. I am not a very competent judge of the value of silver, but it struck me when I saw the memorandum (the claim) that the amount of silver insured for, was very small. The value of old silver is about 5s. an ounce. The bag I should think, weighed eighty or a hundred pounds. This silver was left with me shortly after Mr. Hodge came to the parish: two years ago I should imagine. I consider the sofa was worth £20. (Counsel remarked that it was only charged £6.) I knew gentlemen, better judges than I am, say that the chairs were worth \$8. I myself cannot speak as to the value of chairs. I know more about tables and sofas.

SARAH JANE GRAHAM examined by JOHN H. CAMERON.—I lived as servant with Mr. Hodge, from the 9th August, 1858, until February, 1859. I was his only servant except a small boy. I recollect there were in the house four or six trunks. They were all kept locked. They were filled with clothing, folded linens, and things of that kind. I have cleaned up the plate. It consisted of forks, small forks, tea spoons, dessert spoons, fish knife, butter knife. There was one large box that I helped Mr. Hodge to take books out of once. I recollect a closet up stairs in Mrs. Hodge's room, in which were books. There were also furs and clothing in the closet. The house was well and comfortably furnished, as comfortably as any house in that part of the country.

Cross-examined by M. C. CAMERON.—The silver was used

in common except in the kitchen. What was kept out for the use of the dining-room was in a drawer in the sideboard. That which was not used, except for company, was kept up stairs in a carpet bag. I think there were four salvers kept on the sideboard. They looked like silver, and were given out in my care as silver. The cake basket was kept on the sideboard. I never took particular notice of any crest upon the silver. I have seen a mark upon the spoons and forks; they had "signs" of a lion and queen's head on some. I cannot say what was on the others. The newer silver had another mark on—that was the old mark. An eagle was upon the spoons and forks. There were sometimes half a dozen out, and sometimes more.

Cross-examination continued by E. CROMBIE.—I saw books in different parts of the house. They were large books. In the bottom of the closet up stairs there were some. Mrs. Hodge carried them up stairs out of a box; she was afraid they were spoiled and put them in the closet. There was a deal box full of them. The sheets used were all linen; they were linen upon my bed, and linen in the spare room. I suppose I saw four different sets of sheets, but I don't think I saw all Mrs. Hodge had. I call two a set. There were two sets to each bed, and one set was changed while the other was washed. I cannot say how many forks I saw, but when there was a company of 25 or 30, there was always silver enough in the house to accommodate them. There never was any borrowed; I know that there was nothing of the sort borrowed, because I was the only one there to fetch and carry things. There was sometimes something borrowed—perhaps a package of corn starch or so. There was plenty of glass in the house. I would be surprised to hear that Mr. Hodge had only six tumblers in the house; they must have been broken after I left. It was all cut glass except two wine glasses. I cannot say how many wine glasses there were altogether. I had the china in my care. There was more with white edges on it, that came after I left. The dinner set was all white china. They had no other kind of delf except what was used in the kitchen; that was common white with blue edge. (A piece of blue platter being shewn by Counsel, witness said:—) I saw some plates like that, but only once. The children's bedsteads were common; I cannot say what kind of wood they were. I think there was a hair mattress on the children's bed. There were two beds in the nursery for children. I left Mr. Hodge last February. I am living in Trafalgar. I don't know the man who called upon me in reference to this matter. Mr. Hodge was speaking to me as to how I should get to town; that was all. I was in Mr. Parke's house. Mr. Hodge was preaching in Sydenham, and he sent for me to come down on Sunday evening. He asked me if I recollected this and that thing; he asked me did I recollect the

things in the house, the silver, clothing, and did I see such and such things? He asked me did I see Mrs. Hodge's clothes; he did not enumerate them to me; he asked me if I recollected doing linen sheets up; he asked me if I saw much of Mrs. Hodge's clothes. I said I had seen a good deal. He did not ask me the number I had seen. No other person has been speaking to me on this matter. Mary Ryan came to the house and stayed about an hour after I went. When I left Mrs. Hodge was at home. The extra silver that was used for tea when strangers were there, was a sugar basin and sugar tongs. This piece of a sugar tongs handed me is, I think, a piece of those which were used. I think there were two sugar tongs, but I cannot recollect for certain. There were I think two silver pots, a coffee-pot and a tea-pot; there were two cream ewers. I think there was a second tea-pot. These tea-pots and things were put away in the sideboard. I did not see them every day. There was a part in the sideboard only opened occasionally. The tea-pots were not alike in pattern; one of them was larger than the other, and much handsomer. I am not confident that there were two sugar basins.

MARY WILKINSON examined by JOHN H. CAMERON.—I lived as a servant with Mr. Hodge; I went on the 7th March, and left on the 7th August. In the drawing room where I lived there was a piano, a book-case, a *secretaire*, and from six to eight chairs, one sofa, a what-not, a side-table, a glass case raised on a deal box, and over the deal box was thrown a large cover, which ought to have belonged to a centre table, but there was not one in the room. In the case there were some very handsomely bound books. There was a piano-stool; backgammon box, a box of chess-men, a paint box, a Brussels carpet on the floor, and a cover on the piano. The chairs were covered with blue damask. It was altogether a handsomely furnished room. In the dining room there were six or eight morocco covered chairs; they were good for a dining-room. In the hall there was an oil-cloth, and a stove, and a dumb-stove above on the landing; there were some coats hanging up in the hall. There was a cooking stove in the kitchen, and about four chairs. The bed-rooms were comfortably furnished; there were four bed-rooms. There was a chest of packed linen, but whether it was all of one kind, or what it contained, I don't know. There was a little cupboard in the wall of Mr. Hodge's room, which contained his shirts, fur gauntlets, fur coat, and boots and shoes. The fur coat was very valuable, brought from some foreign country; I never saw anything like it before. Mrs. Hodge had a good stock of under clothing; she had everything comfortable. When the Lord Bishop of Toronto was down, she had on a fawn-colour silk. I have seen her wear black silk, a morning Cobourg, and many changes. She had altogether everything a lady ought to have. I saw in the house a buffalo robe and a bear skin.

Cross-examined by M. C. CAMERON.—While I was in service with Mr. Hodge I did not see many bed sheets in use. Some were twilled cotton, and some were factory cotton. When any person came to stop, fine linen sheets were put in the spare room. In the other beds cotton sheets were used. I saw the table-cloths; there was one large good one and two small ones. There may have been a change of these common ones, but I only washed once a fortnight, and I never recollect seeing three in the wash at one time. Mr. Hodge dined out very often and then there was less washing to do. The table-cloths were just as good as any others I had seen in any respectable house. I am not aware of the price of these things. There were three bedsteads up stairs. One set, I think, was of walnut, the other two were light coloured. They were low beds. The bottom of the beds were laths. There was but one feather bed, and when the old lady came to stop—old Mrs. Spragge—she brought a feather bed along with her. There were three wash-stands. One, a double one, was of black walnut; the other two were painted. The crockery in the house was of a grayish colour. It was not china. Of the two beds that were light-coloured, one was in Mrs. Hodge's room. A child's bed in Mrs. Hodge's room was made of deal boards. It was a temporary erection. Other two beds for the children in the nursery, were of the same kind. I did not see any silver tea sets. I cannot tell where the silver was kept, if there was any. I saw some electro-plate. The cruet stand, three salvers, the cake basket, a soup ladle, a fish slice, were all, I think, plated. (The remains of several articles were handed to the witness and identified by her.) Mr. Hodge has called on me since the fire. He called upon me at Mrs. Crickmore's. He asked me as to my recollection of matters. He asked me if I did not recollect his having twenty or twenty-five persons in his house to supper. I said it was not in my time. He also brought to my memory the table cloth in the dining-room, which I had forgotten seeing. It was over the deal box on which the book-case was placed. It was a very good cloth. A small red cloth was used to cover the dining-room table. (A cloak was shewn to witness.) It had not such a hard feel as this one presented me. It felt "more woolly." I washed it several times. Washing, I should think, would have the effect of making it softer. Mr. Hodge questioned me in reference to the mustard pot; he asked me if I had seen a silver one. I said I remembered seeing the one Mr. Stewart had in his possession. I had a call both from Mr. Hodge and Mr. Stewart. Mrs. Hodge had been absent three days in Blenheim before I left her service. I left because I did not like the country; I like the city best.

HON. J. H. CAMERON observed that the witness was right; she was too pretty for the country.

Witness continued.—When Mrs. Hodge went away, all the silver was put up, with the exception of two or three forks and spoons for Mr. Hodge's use. There were, as a general thing, no visitors at the plaintiff's except on lecture evenings. The silver spoons and forks were brought out on these occasions. I saw no silver mustard pot; I think I saw upon one occasion a bouquet holder, something like that handed me. I saw two silver candlesticks with glass shades; I saw another candlestick with branches—that was plated. The silver candlesticks were bed-room candlesticks. These pieces handed me belonged to the bed-room and branch candlesticks. The conversation I had with Mr. Hodge occupied about two hours; when he came to see me about these things, he told me that in his *secretaire* he had two boxes, the contents of which no eye had seen. I understood them to have belonged to his late wife. The chair now produced is one of those that was in the drawing-room. I should say the Brussels carpet had been in use a considerable time, because I sewed it on several occasions. I should say there might have been a hundred books in the case. The dinner set was all pure white; it was a good kind of crockery. The breakfast cups and tea cups were china. There were to the dinner set five large dishes, three covered dishes, one soup tureen. The plates that were used for dinner, were used for breakfast, and the plates that were used for tea were used for dessert. That's the way it was managed. I cannot say how many plates there were. When I went to the cupboard to fetch some out, I used to see a pile there. I should not think there were a hundred pieces in the whole set. There were some pink dessert plates forming the set. (A piece of platter was handed to witness.) This platter is a piece of one of them. There was a handsome tea set, pink and gold. I do not recollect the number of pieces in it. There were some decanters and about a half dozen tumblers. Only half a dozen. I do not recollect seeing more than three wine glasses. In the kitchen there were four chairs and a table. The table was deal. It had not been quite finished. To go back to the beds; there was one mattress of hair on Mrs. Hodge's bed; the under mattress was a sort of cotton wadding. In my room there was a plain straw bed; no mattress at all under it. I do not think there was a mattress under the bed in the spare room. There were two chests and two trunks to pack things in. In these chests Mrs. Hodge kept her linen or cotton, or whatever it was. I cannot be sure she took the things out of the same place as the linen; though I thought so. There was a chest of drawers in Mrs. Hodge's room. Mrs. Hodge's own personal clothes were kept there. There were two looking-glasses, one hanging on the wall, and one on a stand. The stand was made of mahogany; it had two small

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drawers in it. It came from Mrs. Spragge's. There were two paper mache trays. I should think they were new, they were very good. They were used for every-day purposes. One was about 18 inches long, and the other 15 inches or less.

JOHN HILLYARD CAMERON, said—My learned friend's questions and your answers come so pat, I think you must have met before. Have you not?

WITNESS—I have seen Mr. Stewart before. Twice. Only twice. I have seen these things before since the fire. I saw a part of the candlestick; I said that it was a part of the candle stick. Mr. Stewart found me out by enquiring of Mr. Hodge. He saw me first at Mrs. Crickmore's, and showed me the list of articles. Many of them I did not recollect. I wrote my testimony down. I wrote it down for myself and have kept it. I did not see Mr. Stewart write down what I told him. The reason Mr. Cameron got such direct answers from me was, I expect, on account of the perfect truth I told. I also saw Mr. Stewart at Mr. Madison's. Some man made himself rather officious, and wanted to take me to the Court House in a cab, but I would not go. They asked me how many boxes I had taken away. They seemed to think I was the last servant at Mrs. Hodge's. I think they thought to fasten the fire on me.

Re-examined by M. C. CAMERON.—When in conversation with Mr. Stewart, Mrs. Crickmore was present all the time. Mr. Hodge was in conversation with me for two hours. No one was with us in the room. The Rev. Mr. Hodge did not take the precaution to have a third party in the room, as did Mr. Stewart.

JOHN HILLYARD CAMERON remarked that Mr. Stewart was a young man, while Mr. Hodge was an oldish one. That might account for the difference in the procedure. The learned gentleman called upon the opposing counsel to produce the affidavit of claim left him by the plaintiff, sworn before Mr. McGrath, on the 23rd August, 1859. Affidavit produced.

CANADA, } I, THOMAS P. HODGE, Clerk of Springfield, in
County of Peel } the County of Peel, do hereby certify, make oath
TO WIT: } and say:

1st. That on the nineteenth day of February, 1859, I effected an Insurance on the following property:

On Library of Printed Books.....	\$1200 00
“ Plate	800 00
“ Household Furniture.....	600 00
“ Bed and Table Linen.....	400 00
“ Cabinet of Shells.....	320 00
“ Wearing Apparel and Jewellery.....	680 00
	<hr/>
	\$4000 00

- 2nd. That the property thus Insured and described in Policy No. 12330 as above, belonged to Applicant as owner.
- 3rd. That besides the Insurance as above mentioned, there is additional Insurance effected with the following Companies, to amount of viz: none; but House is Insured in "Provincial."
- 4th. That on the Seventeenth day of August, 1859, a fire occurred of which property insured was injured or destroyed to the amount by *seven thousand one hundred and thirty-eight dollars and forty cents*, agreeably to the statement hereunto annexed (salvage deducted), which I believe to be a just and faithful account of the loss as far as I have been able to ascertain the same, and that I claim from the Company, therefore, the sum of four thousand dollars.
- 5th. That the premises at the time of the loss were occupied by me and used as a residence.
- 6th. That the Property at the time was of the value of as stated in No. 4.
- 7th. That the cause of the Fire was, I cannot say.
- 8th. That since the Insurance was made on the above property, the risk covered by the Company has not in any way changed (without the consent of the Company), either by occupancy, buildings erected, or internal alterations that would violate the conditions of Insurance, or render void the Policy.

Sworn before me, this } (Signed,
23rd day of Aug., 1859. }

T. P. HODGE.

(Signed,) JAMES McGRATH,
Magistrate.

ERRATUM.

In Mr. T. P. Hodge's letter, on page 21, second paragraph, first line, for *morning* read *evening*.

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EVIDENCE FOR THE DEFENCE.

All the following papers were given in but the first, which could not at the time be found:—

CANADA BRANCH.

Application of the REV. T. P. HODGE, of Springfield P. O., C. W., to the State Fire Insurance Company, for Insurance against Loss or Damage by Fire, to the amount of \$4000, for One Year, from the 19th day of February, 1859, to the 19th day of February, 1860, on the following Property:

	ESTIMATED VALUE.	AMT. INSURED.	RATE.	AMT. OF PREM.
Library.....	\$1600	\$1200	} 1½	60 00
Plate.....	1200	800		
Bed and Table Linen.	600	400		
Cabinet of Shells.....	500	320		
Clothing and Jewels...	1000	680		
	<hr/> \$5700	<hr/> \$4000		

(Blanks furnished.)

(Signed,)

T. P. HODGE.

COPY OF LETTER WHICH IS POST-MARKED, CREDIT, AUGUST 15TH, 1859.

(The fire did not take place until the morning of the 16th.)

* 16th,

CREDIT, August 19th, 1859.

G. J. MCKAY, Esq.,—

SIR,

I am sorry to inform you that the Parsonage House of this Mission in which I resided, and in which was the property insured by me in the State Fire Insurance Company, was totally destroyed by fire ~~last night~~, with everything in it.

I was absent, having left home yesterday ~~morning~~ for the purpose of bringing home my family, who have been absent for the last fortnight.

I am, Sir,

Your obt. servt.,

T. P. HODGE.

* Different Ink.

Province of Canada,
United Counties of
York and Peel

TO WIT:

The Rev. THOMAS PETER HODGE, Clk. of the Township of Toronto, County of Peel aforesaid, makes oath and saith:—That on the evening of Monday, the fifteenth day of August, 1859, he left Springfield at about the hour of eight o'clock,

evening

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P. M., for the purpose of going to Port Credit to take the night train to Toronto; that he was late for the train, and slept at Port Credit that night. On the next morning, as he was preparing to go to Toronto, a party whom he does not know told him that he heard, on passing the Toll Gate, that the Clergyman's house at Springfield was burnt; that the deponent immediately left for Springfield, and on the way, met a man who was sent by Mr. James McGrath, to intercept him as it was known he was to go to Paris to bring home his family, who were then on a visit. On arrival at Springfield, the deponent found the house he resided in, being owned by the Church of St. Peter as a parsonage, totally burnt, and all the deponent's property lost, with the exception of a sofa, two chairs, and part of two stoves; that the deponent left said house at about eight o'clock the evening before, as stated before, perfectly safe; that he had a sperm candle lit for about ten minutes to put up a change of clothes, that he then blew out the candle and left it on the Hall stove, got into his buggy and drove down to Port Credit, and locked the door. That no person was in the house, as his servant had left him a few days before.

The deponent further says that he is insured in the State Insurance Company of London, for the sum of One Thousand Pounds on the Furniture, Clothing, &c., &c., &c., as stated in his application. That all his valuable papers, and he believes his Policy of Insurance on the said furniture, &c., and also on his Life, are burnt.

That the deponent further saith:—That he does not know how the said house was burnt, or when it commenced, but is informed it was first seen about half-past one o'clock on the morning of the 16th inst.

(Signed,)

T. P. HODGE.

Sworn before me at Toronto
Township, in said County of
Peel, this 18th day of Aug.,
1859.

(Signed,) JAMES McGRATH, J. P.

CLAIM UNDER POLICY No. 12330, IN THE STATE
FIRE ASSURANCE COMPANY.

I, THOMAS P. HODGE, Clerk, now residing at Springfield, Township of Toronto, County of Peel, do hereby declare and set forth, that on or about two o'clock on Tuesday, the Sixteenth day of August, 1859, a Fire broke out at my residence, occasioned, to the best of my belief, by—I cannot say.

And I further declare, that at the said Fire, the undermentioned

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Articles, being my property, and insured under Policy No. 12330, were destroyed and damaged, according to the values annexed: WHEREFOR I claim the Sum of \$4000, the amount thereof.

As witness my hand, this 23rd day of August, 1859.

(Signed,)

Signature of Claimant.

T. P. HODGE.

N.B.—All persons insured by this Company, sustaining any loss or damage by Fire, are forthwith to give notice to the Chief Agent in Canada, and as soon as possible after to deliver in as particular an account of their loss or damage as the nature of the case will admit of, and make proof of the same by their books of accounts, or other proper vouchers, and give such further explanations thereon as shall be reasonably required; they shall also, (if required), make a solemn declaration as to the truth of the claim; and, until such declaration and certificate are produced (if required), and such explanations given, the loss-money shall not be payable; also, if there appear any false declaring or attempt to commit fraud, the claimant shall forfeit his claim to restitution or payment by virtue of his policy.

* State as explicitly as you can the cause of the Fire.

See List from No. 1 to 9.

HOUSEHOLD FURNITURE AND JEWELLERY.

Piano.....	\$500
(Proved to have cost when new \$424.)	
Music Stool.....	12
Eight Dining-room Chairs at \$12.....	96
(Cost Dr. Crawford \$3; sold to Mr. Hodge for \$6.)	
Eight Drawing-room Chairs, at \$12.....	96
(One produced in Court, valued when new from \$5½ to \$8.)	
Book-case, with Secretaire, (which is said to have contained the Library.)	48
Wrat-Not.....	10
Side Table.....	10
Sofa.....	24
(Proved not to have been burned.)	
Sideboard, veneered on solid mahogany.....	60
Telescope dining table, with spare leaves.....	20
Thirty-day Clock.....	20
Two Rosewood Dressing Cases.....	40
One Rosewood Writing Desk.....	16
One Papier Mache Writing Desk.....	12
One Rosewood Tea Caddy.....	16
One Sandal Wood Tea Caddy, inlaid, &c.....	12
One German Tea Caddy.....	16
One Mahogany Paint Box with paints, &c., complete.....	20
One mahogany case Mathematical Instruments.....	20
One Chest Drawers, bird's eye maple.....	24
One small Mahogany Wardrobe.....	20
Three Bedsteads, with bedding complete.....	120
(Bedsteads proved to have cost \$2½, \$3½ and \$1)	
One extra Feather Bed.....	20
Two children's Bedsteads and Bedding.....	20
(Bedsteads proved to have cost \$1½.)	
One Walnut double Washstand, with furniture.....	16
Two Washstands, painted, with furniture complete.....	16
(Washstands proved to have cost \$1½ each.)	
One Mahogany Looking-glass, with drawers.....	12

	Two hanging Looking-glasses.....	4
	One breakfast, dinner, tea and dessert set of French Porcelaine.....	60
	One Antique Lilac China Tea and Coffee set.....	24
	One China Dessert set.....	20
	One set (three) Papier Mache Trays.....	40
	Two sets Block Tin Meat Covers.....	32
	60 yards Brussels Carpet, at 7s. 6d per yard.....	90
	(When new cost 6s. per yard.)	
	Dining-room Drugget.....	20
	Hall Oil Cloth.....	8
	Hall Stove, with large pan.....	16
	{ One centre Table Cover.....	20
	{ One do. do.....	16
	(Worsted and Linen, value from \$2 to \$3.)	
	Stair Carpet.....	8
	2 pairs quart Decanters, best cut glass.....	24
	2 pairs pint Decanters, best cut glass.....	12
	6 cut glass Tumblers.....	3
	6 cut glass Wine Glasses.....	12
	Cooking Stove.....	24
	Parlor Stove.....	5
Not found in ruins.	{ 1 silver Soup Ladle.....	20
	{ 1 " Fish Knife.....	20
	{ 1 " Gravy Spoon, with Strainer.....	10
	{ 1 " Gravy Spoon.....	8
	{ 1 " pair Antique Salt Cellars.....	40
	{ 1 " Pepper Castor.....	16
	{ 1 " Marrow Spoon.....	4
	{ 1 " Cheese Knife.....	4
	{ 1 " Tea Set.....	100
	{ 1 Plated Liquor Stand.....	28
	2 Salvers.....	32
	(Found, valued at from \$7 to \$12 each.)	
	1 pair silver branch Candlesticks.....	24
	(A portion found but not silver.)	
	1 silver elaborate Card Basket for Centre Table.....	20
	(Found, proved to be worth \$24)	
Not found.	{ 1 silver Cruet Stand, (cut glass).....	20
	{ 1 " Sugar Basin.....	60
	{ 1 " Cream Ewer.....	40
	{ 24 " Dinner Spoons.....	96
	{ 18 " Dessert Spoons.....	48
	{ 36 " Tea Spoons.....	36
	{ 12 " Dinner Forks.....	48
{ 12 " Dessert Forks.....	32	
	1 pair silver Candlesticks, with glass shades.....	80
	A portion found but not silver.	
	1 silver Salver.....	80
	(Found, proved to have been worth \$24.)	
Not F.	{ 2 " pair Castors.....	80
	{ 1 " Drinking Cup, (quant.).....	40
	{ 1 " small Urn.....	40
	{ 1 silver Teast Rack.....	20
	{ 1 silver Mustard Pot.....	24
	(A portion found, proved to have been worth \$2.)	

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4	1 Silver Mustard Pot.....	20
60	(Not found.)	
24	2 pair silver Sugar Tongs.....	10
20	(Half a pair found, and proved to be silver, and the only silver article found.)	
40	2 Butter Knives.....	10
32	Gold Watch.....	40
90	(Found, proved to have been worth \$10.)	
20	1 pair Diamond Bracelets.....	300
8	1 pearl Necklace.....	100
16	2 gold Locketts.....	32
20	1 gold Vinaigrette.....	20
16	1 gold Chain.....	40
	1 gold Chain.....	20
8	1 gold Pencil Case.....	12
24	2 Brooches.....	40
12	1 pair plain Gold Earrings.....	4
3	2 pair Gold Earrings, with pendants.....	16
14	2 pair Gold Bracelets.....	26
24	1 pair do., set with Emeralds.....	12
5	1 Gold Brooch, Topaz.....	8
20	1 Gold Brooch, with hair.....	8
20	1 Gold Ring, aquamarine.....	12
10	1 Gold Ring, with hair.....	6
8	1 Gold Ring, emerald.....	4
40	1 Gold Circlet for the head with pearls.....	40
16	1 Gold Antique Enamelled Watch Chain and ornaments.....	100
4	2 Gold Chains, one Mosaic.....	40
4	1 Gold Pin, with small chain.....	10
100	2 Gold Locketts.....	10
28	1 Gold Pencil-case.....	6
32	1 " ".....	8
	1 Coral Neglige.....	40
24	1 Silver Bouquet Holder.....	12
	(Found, proved to have been worth \$3.)	
20	1 Pearl Tablet.....	4
	1 Ivory Fan.....	8
20	1 pair Silver knee Buckles, antique.....	16
60	1 pair Gold knee Buckles.....	40
40	1 Pearl and Turquoise Ring.....	12
96	1 black Satin Dress.....	35
48	1 primrose Satin Dress.....	28
36	1 white Satin Dress.....	27
48	1 pink Satin Dress.....	25
32	1 blue and brown Satin Dress.....	24
80	1 flowered Brocade.....	30
	1 Lawn Silk Dress.....	25
80	1 purple Silk Dress.....	20
	1 French Merino Dress.....	19
80	1 Cashmere Dress.....	19
40	1 Palermo Crape Dress.....	24
40	1 Chale Dress.....	12
20	1 Muslin Delaine Dress.....	8
24	2 Morning Robes, trimmed with quilted silk.....	14
	3 Calico Dresses.....	8

Not found.

Not found.

2 Gauze Dresses.....	10
Velvet Cloak.....	34
Velvet Jacket.....	12
2 Cloth Winter Cloaks.....	20
Mink Muff Victorine and Cuffs.....	34
Velvet Bonnet.....	9
White Velvet Bonnet, with plumes.....	22
2 Black and 1 White Lace Veils.....	28
Satin Scarf, Laces, &c.....	24
Cloth Jacket.....	6
Under-Clothes.....	86
3 Suits Broad-cloth, \$32 each.....	96
1 Dress Coat.....	20
1 Top Coat.....	20
1 Top Coat.....	16
24 India Cotton Shirts, with linen, &c.....	48
8 Red Flannel Shirts.....	24
3 Lamb's Wool Waistcoats, winter side.....	9
3 Lamb's Wool Drawers, winter use.....	9
6 Light Flannel Waistcoats.....	6
12 Merino Drawers.....	18
6 pair Woollen Socks.....	14
12 pair Cotton Socks.....	3
1 pair Dress Boots, French.....	8
2 pair Moccasins.....	8
1 Fur Cap.....	6
1 Boa.....	6
1 pair Fur Gannetlets.....	8
2 Cloth Winter Cloaks.....	\$12
Flannels, &c.....	27
Winter Dresses.....	18
Furs.....	8
Winter Bonnets.....	6
Summer Dresses.....	8
1 dozen pair fine Linen Sheets, without seam, 3 yards square, at \$18 per pair.....	216
1 dozen pair Danish Linen (crass) Sheets, at \$8 p r pair.....	96
1 dozen Linen Pillow Cases.....	18
1 dozen Damask Table Cloths, \$8.....	96
1 dozen Dama-k Table Cloths, \$4.....	48
2 very large extra quality Damask Table Cloths.....	40
Besides the above, there was a large quantity of Bed and Table Linen, which I am unable to enumerate.	
1 Sleigh Robe.....	\$40 00

CATALOGUE OF BOOKS.

Holy Bible.....	\$10 00
The Christian Year (in duplicate).....	12 00
Longfellow's Poems.....	8 00
Moore's Melodies.....	11 00
Rogers's Poems.....	8 00
Cowper's do.....	8 00
Biblia Sacra (the Vulgate, in antique binding).....	10 00
Shakspeare.....	10 00
American Landscape.....	4 00
Wood's Natural History.....	2 50

10	Handbook of Proverbs.....	2 50
34	Goldsmith's Smollet, &c.....	2 50
12	Coleridge's Poems.....	3 00
20	" Dramatic Works.....	3 00
34	Pope's Poetical Works.....	3 00
9	Dryden's do.....	3 00
22	Dante's do.....	3 00
28	Works of Geo. Herbert.....	3 00
24	Spenser's Faerie Queene.....	4 00
6	Dr. Donner's Poetical Works.....	2 50
86	Campbell's do.....	2 50
96	Butler's Hudibras.....	2 50
20	Prescott's Essays.....	2 50
20	Imitatio Christi.....	3 00
16	Calmet's Bib. Dictionary.....	2 00
48	Chaucer's Canterbury Tales.....	3 00
24	Milton's Poetical Works.....	3 00
9	Cathedral.....	2 50
9	Mapingbeard's History of the Reformation.....	1 80
6	Genius of Burns.....	1 20
18	Burns' Complete Works.....	10 00
11	Hervey's Meditations.....	2 00
3	Boccaccio's Decameron. (4 vols.).....	5 00
8	Scott's Lady of the Lake and other Poems.....	1 75
8	Bryant's Poems.....	2 25
6	Historical Parallels, (3 vols.).....	3 05
6	Life of Gresham.....	1 00
8	Vetus Testamentum Græce.....	2 00
\$12	Horæ Pauline.....	1 00
27	Æschylus.....	5 00
18	Catulli Opera.....	5 00
8	Euripidis Tragediæ.....	5 00
6	Pearson on Creed.....	3 25
8	Brien's Sermons.....	0 75
er	Paget's do.....	1 00
216	Jeremy Taylor's Holy Living and Dying.....	3 00
96	Lamb's Poems, Essays, Life and Letters.....	5 00
18	Beveridge's Works.....	4 75
96	Selections from Fenelon.....	0 75
48	Hall's Scripture History.....	1 00
40	Blunt on Pentateuch.....	0 90
unabie	Visitatio Infirmorum.....	5 00
\$40 00	Alison's History of Europe. (4 vols.).....	10 00
	History of Reign of George III. (3 vols.).....	8 50
	Francis's Horace, (4 vols.).....	8 00
	Eastburn's Lectures.....	0 75
\$10 00	Ridley's Sermons.....	1 00
12 00	Carrington's Dartmoor.....	1 00
8 00	Bi-hop Copleston's Remains.....	1 50
11 00	Mant's Primitive Christianity.....	1 50
8 00	Southey's Common Place Book.....	1 60
8 00	Jeremiah Taylor's Sermons.....	2 00
10 00	Tyng's Law and Gospel.....	2 00
10 00	Tracts for the Times, (2 vols.).....	8 00
4 00	Parke's Apostolice.....	6 00
2 50		

Sallustii Opera.....	3 00
Travell's Lectures.....	1 00
Chalmers' Works.....	13 00
Goldsmith's History of Rome.....	2 00
Do. do. Greece and England.....	6 00
Paley's Evidences.....	4 00
Do. Natural Theology.....	2 00
Grove's Greek Lexicon.....	4 00
Rose's Sermons.....	2 50
Sutton's Disce Mori.....	1 50
Do. do Vivere.....	1 50
Bingham's Antiquities, (10 vols.).....	24 00
Rollin's Ancient History, (8 vols.).....	10 00
Archdeacon Manning's Sermons, (2 vols.).....	5 00
Do. do. Unity of the Church.....	2 50
Handbook of Painting, 2 vols.).....	7 00
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Froude's History of England.....	13 00
Herschel's Astronomy.....	4 50
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Properties.....	2 50
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Short's History of the Church of England.....	2 50
Lee's Inspiration of Holy Scriptures.....	3 50
History of Duke of Wellington. Gleig's Transformation of Brialmont.....	8 00
Greek Testament, with Notes, by Chris. Wadsworth.....	8 00
Sermons by Contributors of Tracts for the Times, (11 vols.).....	17 75
Practical Sermons by various Contributors 2 vols.).....	4 00
Virgilii Opera, 3 vols.).....	6 00
Homeri Opera.....	6 00
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Prior's Poems, (2 vols.).....	2 00
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Autobiography of Sir W. Scott.....	1 00
Essays on the Church.....	2 00
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Church Service.....	6 75
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Shenstone.....	0 75
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Dale's Good Shepherd.....	0 75
St. Augustine's Confession.....	1 00
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Scorgal's Works.....	2 00
Lyra Apostolica.....	0 50

3 00	Abp. Land on Liturgy.....	1 00
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2 00	Hobart's State of Departed.....	0 50
6 00	Archibald's Law of Commitments, &c.....	1 00
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4 00	The Baptistry.....	3 00
2 50	Thoughts in Past Years.....	3 00
1 50	Sayings of the Great 40 Days.....	0 75
1 50	Wilberforce on the Eucharist.....	1 50
24 00	S. Thomas, and St. Croix.....	1 00
10 00	Hatherell's Sermons.....	1 00
5 00	What is Christianity?.....	0 60
2 50	Clark's Walk about Zion.....	0 80
7 00	Tupper's Proverbial Philosophy.....	5 50
3 50	Newland's Confirmation and First Com.....	1 40
3 50	Bishop Atterburg's Sermons.....	2 00
7 00	Merivale's History of the Romans under the Empire (6 vols.....	22 50
13 00	Sir J. Mackintosh's History of England, [2 vols.].....	5 50
4 50	Bishop Thirlwall's History of Greece, [8 vols.] Library Edition.....	15 00
7 00	Dr. South's Sermons.....	10 00
2 50	Neander's Eccles. History, [Rose].....	6 00
4 00	Speculum Episcopi.....	2 20
10 00	The Holy Oblation.....	6 50
2 50	Lyra Innocentium.....	6 50
3 50	Boswell's Life of Johnson.....	6 50
8 00	Mrs. Hemans' Poems.....	7 00
8 00	Fielding's Works.....	6 00
17 75	Lalla Rookh.....	5 00
4 00	Bennett's Lives of the Fathers.....	1 60
6 00	Do. do. do. second vol.....	1 60
6 00	Do. Letters to my Children, [2 vols.].....	3 00
3 00	Do. The Eucharist, its History, Doctrine, &c.....	3 00
2 00	Puckle's Club, &c., [a rare book].....	10 50
3 00	Ree's Cyclopaedia, [29 vols.].....	140 00
2 00	Mant's Family Bible and Book of Common Prayer.....	40 00
1 00	Waiter's Sermons, [2 vols.].....	6 00
2 00	Melville do. do.....	7 00
2 00	Doane do. do.....	4 50
2 00	Hobart's do. do.....	4 50
6 75	Molesworth's Domestic Chaplain.....	5 00
2 75	Parry's Sermons.....	2 50
6 60	Van Mildert's Historical view of Rise and Progress of Infidelity.....	6 00
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0 75	Clinton's Fasti Hellenici.....	6 50
0 75	Schillers Latin Lexicon—Fol. Calf.....	10 50
0 60	Sculptures of Wells Cathedral, &c.....	5 00
1 00	Turuer's Domestic Architecture of Middle Ages.....	5 50
0 75	John Johnson's Works, [2 vols.].....	6 00
1 00	Bradley's Miscellaneous Works and Correspondence.....	8 00
1 00	Burnett on XXXIX Articles.....	4 00
2 00	Pilgrim's Progress.....	2 00
2 00	Works of Stern, [10 vols.].....	8 00
0 50	Mosheim's Ecclesiastical History, [2 vols.].....	8 00

Crombie's Gymnasium	1 50
Brown's Dictionary	2 00
Clergyman's Vade Mecum	4 00
Lady Russell's Letters	1 00
Cesar's Commentaries	1 00
Horne's Introduction, &c., [5 vols.]	18 00
Keith on the Globes	1 50
Wesley's Works. [7 vols.]	14 00
Burnett's History of Reformation, [2 vols.]	3 00
Hochelaga by Warburton	1 00
Evidence of Christian Religion, &c.	1 50
Hoadly on Conformity	2 00
Gooch's Midwifery	1 50
Byron's Works	8 00
Parkhurst's Greek and English Lexicon	8 00
Schrievili Lexicon	4 00
Donnegau's do.	16 00
Schleusner's do.	8 00
Biblia Hebraica. [2 vols.]	16 00
Hebrew New Testament	4 00
Patrick's Discourses	1 50
Tomline's Introduction, &c.	1 50
Whaley's Logic	2 00
Symson's History of Church F. R.	3 00
Pearson on Creed, Fol.	5 20
History of Church in Scotland, [2 vols.]	3 00
Johnson's Dictionary	6 00
Burke's Peerage	9 00
Do. History of Landed Gentry	11 40
Dr. Lyman Patrick's Works	18 50
Brown's Exposition of XXXIX Articles	4 00
Atkinson's Travels in Oriental and Western Siberia, Chinese Tartary, &c., with Maps	10 50
Barrow's Theological Works	24 00
S. Cyrilli Alexandria Archiepiscopi Commentarii in Lenae Evangelium	5 50
Dr. Copeland's Medical Dictionary, [3 vols.]	27 50
Stanhope's Paraphrase, [2 vols.]	4 50
Chillingworth's Works, [3 vols.]	5 00
Spencer's Sermons	2 50
Lenckock's do.	1 00
Baconi Novum Organum	2 00
Anglia Rediviva	1 50
Cramer's Geographical and Historical Description of Asia Minor.	2 75
Cramer's Map do. on two sheets	3 75
Do. Description of Ancient Italy, with Map, [2 vols.]	8 00
Do. Map of Arcient and Modern Greece	3 75
Geological Survey of Canada [Logan] with maps, and maps accom- panying Cancho's report	8 00

Besides the foregoing, there were a large case of Books, which I will not attempt to enumerate.

(Signed,)

T. P. HODGE.

Shells, Petrifications and Fossil Remains—no inventory—valued at.. \$500 00

SCHEDULE OF PROPERTY PER LIST.

1 50 2 00 4 00 1 00 1 00 18 00 1 50 14 00 3 00 1 00 1 50 2 00 1 50 8 00 8 00 4 00 16 00 8 00 16 00 4 00 1 50 1 50 2 00 3 00 5 20 3 00 6 00 9 00 11 40 18 50 4 00	No. 1. Household Furniture, Piano, &c.....\$1715 50 " 2. Plate and Plated-ware..... 1108 00 " 3. Bed and Table Linen..... 514 00 " 4. Wearing Apparel and Sleigh Robe..... 386 50 " 5. Jewellery 564 00 " 6. Jewellery 440 00 " 7. Wearing Apparel..... 661 20 " 8. Books..... 1248 00 " 9. Shells, &c., &c..... 500 00 <hr/> \$7137 20
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O M I T T E D .

2 Telescopes.
 2 dozen Balanced Ivory Handled Dinner Knives.
 2 do. do. do. Dessert do.
 Portmanteau, Trunks, Carpet Bags.
 1 Russia Leather Travelling Desk.

S A V E D .

Part of Cooking Stove.
 Parlour Stove.
 Two Drawing-room Chairs, damaged.
 One Sofa, damaged.
 Three or four pieces Silver and Plated-ware, all partially melted.
 Remains of one Gold Watch.
 Works of Wooden Clock.

HUGH SCOTT examined by M. C. CAMERON.—I am a Clerk in the State Insurance Office. I know the plaintiff. He delivered to me the documents now given in, in proof of the loss he had sustained. The claim was signed by plaintiff. I know this affidavit; it was given in before the other proofs:—*See ante*.

Examination continued—Plaintiff came to the office, and, as I understood, handed it (first affidavit) to Mr. Stewart. Plaintiff, on leaving his claim papers, stated that there were some things named there which might be thought strange to be in the possession of a poor country parson, and went on to state that he had been a member of a Council in the West India Islands; that he was an "Honourable," and that he had, while there, to keep up a certain style which would account for the plate. He told me he believed his policy had been burned; but he afterwards found it. I told him if it were not found that I was afraid it would cause difficulty. (This was said because it was not believed policy was lost.) I had some conversation with him in reference to the gold watch that was lost. It was entered upon the list in lead pencil. The same was the case with a

buffalo robe. I told plaintiff he should have used ink. I handed him a pen and he wrote over the pencil marks. He did not say anything to me about his object in coming to town on the night of the fire. I think he said he purposed going to Dr. Lett's, where Mrs. Hodge was staying.

Witness was not cross-examined.

ALEXANDER STEWART examined by M. C. CAMERON.—I am Manager of the State Fire Insurance Office for Canada. I saw Mr. Hodge several times on the subject of this fire. I had conversations with him in reference to what is contained in the list. The affidavit of the 18th August, was handed to me by plaintiff. That affidavit states that the policy was burned. I told him that it might create difficulty; and two or three days after he came back and produced the policy. He said he had found it in a private *secretaire* in his church, about a quarter of a mile from his house. I received this (the plate produced in Court) damaged plate from Mr. McGrath. I went to the scene of the fire on the afternoon of the day on which the fire took place. There were four men at work in the ruins when I arrived. Some of the things now produced, were found while I was there. They were all put into a basket and taken home by McGrath. Mr. Hodge told me he left his house about eight o'clock. I understood that the train left the Credit for Toronto, at ten minutes past nine. He said he left no person in the house, and had locked the door. I was told that the ashes had been thoroughly sifted; but I caused another examination to be made. I took a great deal of trouble to make enquiries respecting Mr. Hodge. I went to Walkerton, Saugeen, Springfield, and sent to Montreal. The information I gained in Springfield, caused me to make further inquiries. I laid the matter before the Board of Directors, gentlemen who are not shareholders of the company, and are not financially interested in its success. The Board consists of Messrs. John Crawford, W. McMaster, W. P. Howland, M.P.P., William Henderson, and William Ross. They thought the case ought to be defended.

Cross-examined by JOHN H. CAMERON.—I am not a shareholder in the Company. I am paid commission on the amount of business done here.

— ELLIS examined by E. CROMBIE.—I reside in Springfield. On the night of the fire I was at a house close to the Post Office. I gave the alarm. I was the first man at the fire. When I got there, the house was all in flames. I did not go to the doors to try if they were locked. I ran and alarmed the neighbours. Before the fire took place, I sold Mr. Hodge three bedsteads and two washstands. The first bedstead was sold for \$4; the second, \$3½; and the third, \$2½. The third bedstead I put up myself in a small bed-

room. They were all of a common kind of maple. The washstands cost \$1½ c. ch. I had a little trouble in getting my pay on the first lot; for the last I did not ask until after the fire. I was once in the house for a few minutes, and saw the furniture in the parlour. It was of a very good quality. I saw a sofa got out of the house at the fire. I cannot say how much it was worth. I did not see it by day-light.

The witness was not cross-examined.

HENRY SHOOK examined by M. C. CAMERON.—I reside in Springfield. I was residing there at the time of the fire. I was at the fire as soon as any other person. When I got there, the house was on fire on the inside, in the hall, and it had broken partly through the roof. We broke in at the window. Lancaster handed out two chairs and a sofa. I took no particular notice of the sofa. I made an examination of the ruins some short time after the fire. The things now produced are as I found them. (Witness examined a number of the articles.) I do not think they are silver. I made a diligent search. James Blair was engaged in the search with me. I had never been in Mr. Hodge's house before the fire.

JOHN WOODRUFF examined by M. C. CAMERON.—I reside in Springfield. I recollect the night of the fire. They had got the few things that were got out, before I arrived. I did about a day's work in the house once. I fixed up a couple of cupboards and a press. I made Mrs. Hodge a couple of benches to lay a bed on for the children. She said she did not like them, and that I had put too much work about them. This was in the evening. On the following morning I went up to the house again. Mrs. Hodge said she wanted some rough things made, but she couldn't exactly tell me what; something like what wood was sawed on; so I took a couple of pieces of scantlings and nailed some legs on them. This was to lay the children's beds on. I went for my pay once or twice. I did not see Mrs. Hodge. I told the servant to tell her I wanted pay for what I had done. Mrs. Hodge sent to ask what my bill was, and I told her \$1 50 cts. She sent out six York shillings (75 cts.) and said she could get plenty of men in Toronto to work for 50 cts. a day. I got my pay at last. I worked in the barn, and was only in the house when I put up the cupboards. As well as I can recollect, there was a large cupboard in the dining-room.

The witness was not cross-examined.

JAMES Q. BLAIR examined by M. C. CAMERON.—I was at Hodge's place after the fire, and made an examination of the ruins. Mr. McGrath requested me to go there. I was around there all day looking among the ruins. I found nothing very valuable. I was there when the things now produced were got. I was afterwards

employed by Mr. Stewart to search. I found nothing like silver. I took a contract to dig out the cellar, and in digging, found some things there, which I now see.

The witness was not cross-examined.

PHILIP PIERRE examined by E. CROMBIE.—I was one of those who searched among the ruins. I found some of the pieces produced. I searched the cellar over as well as it could be searched. I don't think there was anything found after I left it. I stayed by while the other parties were searching, and nothing particular was found.

The witness was not cross-examined.

JAMES PARKER examined by E. CROMBIE.—I reside in Springfield. I know Mr. Hodge. I recollect the time when his family went away before the fire. I took Mrs. Hodge to the railway station. She had with her, a box and a trunk. The box was about 18 inches square. It was a rough deal box. I didn't know what was in it. I put it into the buggy, and lifted it out. It was neither very heavy nor very light. I also lifted the trunk. It was "middling heavy." It was a pretty good size. I was at Mr. Hodge's the night before the fire. I was not inside the house. I went there with a horse and buggy for Mr. Hodge. He was there alone. He left the house about eight o'clock. I did not drive along with him. I waited for him outside about ten or fifteen minutes. I did not see him bring out anything with him. I did not take any notice whether he had or had not, any light in the house.

Cross-examined by J. H. CAMERON.—I cannot say what the box had in it—might be champagne wine for all I know. I heard no silver rattle in it.

Mrs. HONORA CUTHBERT examined by M. C. CAMERON.—I reside in Springfield. I washed at Mr. Hodge's place three or four times; I have washed sheets and table-cloths, shirts and night-gowns. I washed three or four pair of sheets at one time when Mr. Hodge was sick. To the best of my knowledge they were cotton sheets, but they were good. I cannot say if this was in February. I did not see anything remarkable about the table-cloths.

Witness was not cross-examined.

JEREMIAH MERRICK examined by M. C. CAMERON.—I am a Dry Goods merchant in King-street. The value of linen sheets is from 6s. to 8s. up as high as 10s. per yard. (Plaintiff charged in claim at the rate of \$18 a pair.) Such a table-cloth as this handed me, is worth 12s. or 15s. (Charged \$16 and \$20.) The highest I have ever bought was worth 25s. The better class of English cloths is never brought to this country. I do not know what the plaintiff means by Danish linen sheets. English sheeting can be got as low

as 3s. or 4s. per yard, and as high as you like to procure them. I do not think I ever saw anything higher than 10s per yard. That would be two and a half or two and three quarter yards wide.

Cross-examined by J. H. CAMERON.—I don't know the kind of linen used in the West Indies.

JOHN LAIDLAW examined by E. CROMBIE.—I am a Dry Goods merchant of this city. Linen sheets of the very finest linen would be worth from 7s. 6d. to 10s. per yard, if three yards wide. In England you can buy linen from 1s. 10½d. to 2s. 6d. per yard.—It may be got as high as 4s. sterling money. I fancy the name "Danish" linen is a term applied to British goods, just as we speak of "Delhi" shawls. The best linen sent out from England could not possibly exceed 4s. per yard. There is nothing made better than that.

Cross-examined by J. H. CAMERON.—I never saw a sheet three yards wide; I have seen what has been called three yards wide, but it has not exceeded 2½ yards. I cannot say that I ever saw linen exported to the West Indies; but I have been connected with an exporting house, and I know the stock they keep for exportation.

Re-examined by M. C. CAMERON.—White damask table-cloths would not be higher in this country than \$10 or \$12 each. Linen damask by the yard may be bought from 3s. 9d. to 7s. 6d., and probably as high as 10s. The highest I have seen it sold in the cloth was \$7½ to \$8. A very good middling quality may be bought at from 4s. to 5s. 3d.; in the cloth from 10s. to 15s., according to the size.

WILLIAM COPP, of the firm of Maclear & Co., examined by M. C. CAMERON.—I am a bookseller of this city. I have examined the list of books in the plaintiff's claim and the value attached. I think I could supply them at half the price named—that is taking the binding into calculation.

Cross-examined by J. H. CAMERON.—I calculated them as English editions. Of course there are no other than English editions of some of them. I made the calculations mentally as I went through the list. There is only one edition of some works published. I have not seen the best edition of "Keeble's Christianity." I have seen the best English edition of Longfellow's Poems at \$11. Rogers' Poems, best English edition, I have not seen. Best edition of Cowper, price is \$6.

As witness mentioned the books, counsel read from the claim the prices charged by plaintiff.

Re-examined by M. C. CAMERON.—Shakespeare's work can be bought from 4s. upwards. There are some rare works in the list which I should think are of the value stated. The best edition of Shakespeare, in a single volume, could be got for \$6; the one in the

list is charged \$10. Good library editions of the books named I would be glad to supply at half the price named in the claim. The total sum asked by plaintiff is £312 4s.

M. DOYLE—furniture dealer of Yonge-street, examined by E. CROMBIE.—I have been connected with the cabinet business for seven years. I have examined the chair produced. New ones as good as it could be purchased for \$6. (Charged in claim \$12.)—If they were a staple article, that is if they were not to be made on purpose for the purchaser, I should think \$5½ would be a good price.

To Mr. WILLIAMS (one of the jury)—I would be glad to supply them at \$6.

Examination continued—I have no chairs in stock like it. I could sell a chair which I think better than that for \$5½ or \$6. Offered to me second-hand, I would think it dear at \$3 or \$3½. A very good hair mattress might be supplied for 2s. 6d. or 3s. per lb; 40 lbs makes a good mattress. Cotton mattresses vary in price from \$4½ to \$7 or \$8. I should say a good one weighing 40 lbs is worth \$8. Starting with a bedstead worth \$3, I could furnish a cotton mattress, bolster and pillows for \$16½.

H. B. WILLIAMS, the juryman before mentioned, sworn, and examined by M. C. CAMERON.—I am an upholsterer of this city. I say this is a well-made chair. When I made such chairs, they sold at \$9 each. I have now chairs in my store that I do not think so well of as that, although they have hair seating, for which I want \$8½. I do not think the chair has had a spring seat. Ten years ago when I was working, that chair would have been worth \$9. The price has not declined much since. I would not think of selling such chairs for less than \$8.

Witness was not cross-examined.

JAMES PATTON examined by M. C. CAMERON.—I am a crockery merchant. A complete set of earthenware washing crockery would cost from \$2½ to \$3. What we call a double set would be worth £4, that is, if there was a foot bath, a slop jar, &c. It must be borne in mind that the foot bath is by far the most expensive article. A dinner set for 18 persons, of what is called white granite, would cost from \$24 to \$30.

Witness was not cross-examined.

THOMAS LEE, examined by M. C. CAMERON.—I am employed in the jewellery store of Messrs. Joseph; I do not recollect seeing this burned watch before. My impression is that it is not gold.—(Witness tried this and the other articles submitted to him with acid.) It is not gold; it is brass, gilt. It was worth \$10, perhaps; they are of the kind sold in New York by auction. (Counsel observed it was charged £10 in the claim.) The bouquet holder handed

me is brass, worth 12s. 6d. (Charged £3.) This cake basket is plated—originally worth 25s. (Charged £5.) This salver is electro-plate; the price varies according to the amount of silver used on them, from \$7 to \$12; £8 would be a very heavy charge. This salver is silver, and is worth \$4 an ounce. (Witness was pressed very much by counsel to re-examine it; he did so, and still declared it silver. Mr. Cameron still pressed, and witness having scraped awhile with his penknife, at length declared it to be very heavily plated.) It is worth about £6, (charged £20.) The mustard-pot is electro-plate worth \$5.50 or \$6. (Charged \$24.) This portion of a pair of sugar tongs is silver. This candlestick (part of the branch candlestick,) is plated copper. This melted mass of metal appears to me to be lead, though there may be silver in it. This piece of a coffin-plate is, I think, silver. Mr. Hodge deals with Mr. Joseph, but I do not think he ever purchased any spoons.

Cross-examined by J. H. CAMERON.—The value of the salvers depends upon the amount of silver on them. The action of the fire has not melted the silver off the salvers. It would have melted the edges first, if melted at all.

To a JURYMAN.—It would scarcely be possible even for a dishonest tradesman to sell the salvers, with the exception of the one so heavily plated, for silver. In no respectable establishment would they be offered for silver.

ROBERT ARMSTRONG examined by E. CROMBIE.—I am a bailiff of the township of Toronto. I have been in Mr. Hodge's house once or twice in the capacity of bailiff. I did not form any estimate of the value of the furniture.

Cross-examined by J. H. CAMERON.—I was sent once by some one in Southampton. Mr. Hodge said he had paid the money. He paid it a second time under protest. It was afterwards proved that the money had been paid.

Re-examined by ERNEST CROMBIE.—I was in before that. I served plaintiff with an account. He said it was wrong, but he paid it. The amount was £4.

MARY WILKINSON re-called by M. C. CAMERON.—There was no foot-bath belonging to the washstand. There was a jug and basin, and tooth-brush stand.

REV. DR. LETT re-called by J. H. CAMERON.—I recollect the box Mrs. Hodge brought to Blenheim. It contained potatoes. (Laughter.)

MRS. LETT re-called.—The salvers, the cake-basket, and those things, were presents to Mrs. Hodge at the time of her marriage.

Cross-examined by M. C. CAMERON.—I know as a fact they were presents. Two of the salvers belonged to Mrs. Hodge's mother.

The other two were given to her by her brother, who is now in Quebec. I heard that Mr. Hodge had a very beautiful jewel belonging to his first wife. His present wife told me there was such a thing, but I never saw it.

HUGH SCOTT re-called by M. C. CAMERON.—When Mr. Hodge was explaining to me why he had such a large amount of valuable plate and jewellery, and such a valuable library, I asked if he had purchased anything since he came to Canada. He said he did not think he had added \$40 to either since he had been in this country.

Mr. M. C. CAMERON then addressed the jury for the defence.—He said—The investigation into this case had occupied a considerable length of time, though not longer than its importance required. It was a matter of great importance to the Rev. Mr. Hodge, that he should come out of the fire unscathed, because the charge was one which, if proved, would injure the character of any man, much more of a clergyman. It was also a matter of importance to the Company that they should be protected when fraud had been practised upon them. The contract of insurance was a peculiar one. It was so to speak all on one side, because the amount paid by insurance companies, in case of loss, was very large indeed, compared with the small sum they received. Thus it was necessary, whenever a company was called upon to make a payment for loss by fire, that clear evidence should be brought forward that that loss had been sustained. He did not mean to say that Insurance Companies were at liberty to set up technical objections. The defendants in this action raised no technical plea whatever; they said openly and plainly that there had been fraud, that there had been false-swearing, that there had been misrepresentation in the estimate of loss filed. His learned friend, Mr. Cameron, might attack the Company; but he (Mr. M. C. Cameron) thought the Company entitled to credit for the course they had taken. When they found a man in a high place, occupying a high position, from whom they had expected nothing but straightforward conduct, had done wrong, it was their duty, both to themselves and to the public, to expose that wrong. A man in an inferior position to the Rev. Mr. Hodge, might have been allowed to pass, if there had been any doubt in the matter. But it was absolutely necessary that the plaintiff should stand above the taint of suspicion; and therefore he was allowed an opportunity of clearing himself.—He the (learned counsel) would begin by referring to an affidavit furnished by the Rev. Mr. Hodge, and there was a slight circumstance connected with it which might be of some importance. When the Rev. Mr. Hodge made his claim upon the Insurance Company, he came forward as a man holding the position of a clergyman in the Church of England—as one whose statements might pass unchalleng-

ed. In his affidavit he represented that he had lost his policy; and that he had a large amount of valuable property, over \$7,000 worth, in his house when it was consumed. Now the circumstances attending the fire were not altogether free from suspicion. We found the plaintiff's family had been for some time absent. We found the Rev. Mr. Hodge was the last person upon the premises. We found him going to the Credit railway station for the alleged purpose of coming to Toronto; starting from his house with plenty of time before him to catch the train, and yet missing it by a few minutes. That night, between one and two o'clock in the morning, the premises were destroyed. The Rev. Mr. Hodge's next step was to make an affidavit in which he swore that he thought his policy was lost, but he produced it a few days after the agent had told him there would be trouble if it were not found. This affidavit was sworn on the 18th. Subsequent to this plaintiff furnished a list to which he (the learned counsel) would call the attention of the jury. For the book-case and books £312 was claimed. It was represented by one of the witnesses as containing six shelves with a width of about five feet. In this, according to the statement of the reverend plaintiff, 350 volumes of books were placed—that was counting them where he gave the number of volumes in each work, but in many cases he did not mention whether the works were in more than one volume or not; and then he gave very considerable value to them. Before entering, however, fully upon the consideration of this part of the case, he (the learned counsel) would take a glance at the household furniture. The jury was perhaps aware that in insurance cases where a loss took place, the insured was by no means entitled to a profit; he could claim only the cost value of the articles he had lost. Now the reverend plaintiff declared that the piano cost £125. It had been proved by the lady who bought it that the cost was £106, so that there was a large overcharge upon the piano alone. The jury might say it was a matter of inadvertence if they pleased; here was a piano stool put down at £3; it appeared to be a very old piece of furniture, upon which he had no data to reckon its value.— Was it a matter of inadvertence that it was charged £3? Then he (Mr. Cameron) said that clergymen ought to be careful in making such charges, and when they were not, an element of suspicion was introduced. "Eight drawing room chairs" was another item in the list. The evidence given clearly proved that their highest value when new would not exceed \$9; but they were charged \$12 each. Now he (Mr. Cameron) would ask the jury what their value was when bought second-hand? He had subpoenaed Dr. Crawford, from whom they were bought, to prove that the price paid to him for them by the reverend plaintiff was \$6; but unfortunately the wit-

ness had not attended. Did the plaintiff not know what he had given for those chairs? Did he not know that they had been in use a considerable length of time? Did he not know that he had charged for them half more than he gave for them? Had not the Insurance Company established its accusations that there had been fraud and misrepresentation in the list furnished by the plaintiff to the Company? His learned friend (Mr. J. H. Cameron,) had been questioning the witnesses as to whether the amount for which the furniture was insured, was unreasonably or not. That was not the point. It might only have been insured for \$50, but if the value were misrepresented afterwards, the Company's case was still good. The witnesses had been asked, was \$600 the value of the furniture? If it were, that was very far from the amount that had been insured upon it. The amount charged was over \$1700. That was the value the Rev. Mr. Hodge set upon his household furniture; that was the proof he offered to the Insurance Company that he could not be doing anything wrong. Now, what furniture had he? The drawing-room contained eight chairs, a book-case, and a secretaire. The book-case, it appeared, was erected upon a deal box. Nothing very fine in that, but the Reverend Mr. Hodge charged for that particular piece of furniture \$48. Then we had in addition to that—a carpet. Mrs. Lett valued it at 6s. per yard. It was represented in the proof as being worth 7s. 6d. The girl, Mary Wilkinson, proved that it had been mended in several places, and yet 7s. 6d. was the value placed upon it. Was that a thing the Rev. Mr. Hodge had a right to be proud of? Fraud and misrepresentation ought to be frowned down; no matter how high the position of the man, he ought to be spurned from the society of respectable and honest men. That was always the case in England, and it was to Englishmen they had to render an account. They said they were satisfied that in this case there had been fraud, and were they to be told, when they came before the jury with facts like this, that because the plaintiff was a reverend gentleman, they were to be turned out of court? Let the jury consider other portions of the house. Let them look at the furniture in the bed-rooms, and then at the charges made in the list. They had heard proved most distinctly what number of bedsteads there were. There were three, for which the Rev. Mr. Hodge charged \$120; one of these beds the girl, Mary Wilkinson, had herself slept upon, and surely she ought to be believed when she said it was of straw. Was that bed and the bedding connected with it worth \$40? There was only one feather-bed in the house, unless Mrs. Spragge's bed, which she had taken with her, remained there at the time of the fire—for he found an extra feather bed charged in the list. Did the jury believe Mary Wilkinson, who was placed in the box by

the plaintiff himself? Was her recollection of the facts not better; did she not tell her story more plainly and straightforwardly than the other girl who had left before this Mary Wilkinson went to the house? The style in which the Rev. Mr. Hodge lived might be inferred from the manner in which he had the bedsteads made for the children; constructed of the roughest, the plainest description of boards, for which they objected to pay the man, who charged \$1.50 for his labour, more than one-half that sum. The Rev. Mr. Hodge was represented as a man who had no motive to serve in having recourse to fraud to better his position. Nevertheless, it was proved it was possible for him to have a bailiff in his house for the purpose of executing process against him. That he did pay a bailiff once before, was only proof that he had had a bailiff in his house once before. Now, what furniture was there, putting the piano, jewellery and plate, out of the question, to make up the amount charged.— Was it in those bedsteads, valued at \$2½, \$3 and \$4? Or was it in those very expensive articles of linen, never seen by anyone, who could speak to them in any shape or form. Men, who had servants about them, ought, if the things existed, to be able to prove that they had them in their possession. One of the witnesses called in reference to them, showed that in her hands the fine linen dwindled down into very good cotton. With reference to the books, the jury would see it was quite clear, that the books the Rev. Mr. Hodge had, were not those merely in the book-case, there were some in a box. He had put a saving clause in his claim—"With reference to the foregoing, there was a large case of books which I will not attempt to enumerate." It seemed to him, (the learned counsel) that when the Rev. Mr. Hodge sat down to make out a list, he had taken a catalogue of books and put down what he thought would suit. When the plaintiff found he had run up a large claim for jewellery, he said to those whom he thought would have some knowledge of what he did possess, that there were jewels and jewellery in his house, that no eye in Canada had ever seen. It was possible, but by no means probable. It was, by no means probable that the Rev. Mr. Hodge, when taking to his bosom a second wife, would not disclose to her the treasures in which women take so much delight. He (the learned counsel) would read to the jury the plaintiff's description of his plate, that they might see whether the ashes gave any proof of the existence of such things.—(Several articles were read from list.) He held in his hand an account of a case tried in England, where plate and two watches were claimed—none were found in the ashes, although a shilling had been found. Lord Campbell held that it was a proof none had been in the house at the time of the fire; but as the report appeared merely in a newspaper, he

supposed the court would not allow him to quote it. But that ashes might tell a tale, the things upon the table proved clearly enough. Where had all Mr. Hodge's very valuable plate gone to? Was the silver so much more likely to melt into thin air than common plated ware? Was this valuable metal silver—so little durable that it went off in smoke—or was it not far more probable that had such things existed, the remnants would have remained as well as the baser sort produced in the court? Plaintiff began in his list with a sugar basin which he charged £15. He (the learned counsel) did think it would have been quite possible for the Rev. Mr. Hodge to have obtained evidence as to his possession of these things. His learned friend (Mr. J. H. Cameron) had, upon this point, produced a little piece of evidence which was valuable, and for which he (Mr. Cameron) thanked him. It was in evidence that, when the plaintiff left Southampton, the spoons and silver had no crest upon them. It was proved, however, that when the property got into the engraver's hands in Toronto, there were only half the number of spoons and forks, charged in the list. Had the Rev. Mr. Hodge doubled the amount of his claim? What did the facts indicate? What conclusion could the jury come to, but that shewn by the facts; that the Rev. Mr. Hodge had been making a false claim for the express purpose of defrauding the Insurance Company. For a pair of branch candlesticks with glass shades, he had charged £20; for a pair of bed-room candlesticks, another £20. The jeweller who had been examined, said they were of plated copper. His learned friend (the opposing counsel) would tell the jury that the plaintiff was not a silver smith, and did not know the value of such things. If he did not know the value, what right had the Rev. gentleman to put it down and swear to it? Did it not indicate when a clergyman was found trifling with his word and his oath in such a manner, that he might go further and commit the crime of arson, in order to put money in his pocket. A plated tea set (charged at a \$100,) was mentioned—where was it? It was never seen. Then there were two salvers; plated-ware again, worth a few dollars, charged £8. There was an elaborated card basket, for centre table, worth a few dollars, put down at £5. Was all this fair, was it just? Could they believe it was done unintentionally, when they knew the Rev. Mr. Hodge had charged £125 for a piano, while he must have been aware cost only £106? Was his word so far borne out by the evidence that it was entitled to any consideration at all? Let the jury scrutinise the linen again, and see if it were entitled to the consideration attached to it. £216 was charged for sheets never seen in use. There was that "Danish" linen, used so much in the West Indies, but of which, the merchants summoned here, knew nothing. He (Mr.

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Cameron) presumed that this Danish linen was not much better than that commonly used, yet it was charged \$96. "One dozen table-cloths, at \$96, and one dozen at \$48." £10 were charged for two damask table-cloths. In this country there were gentlemen who thought themselves "some pumpkins," if he might use such an expression, but they had never attained the height of extravagance reached by the Rev. Mr. Hodge. Notwithstanding these nice little items, however, the rev. gentleman introduced another saving clause in which he said— "*Besides the above there, was a quantity of bed and table linen I am not able to enumerate.*" The jury would recollect that the highest price paid for bedsteads was \$4, and that the bed and bedding, exclusive of sheets and pillow cases, were charged £10 each. He would ask them to consider whether these linen things had not been charged a proportionately high price? He (the learned counsel) was not disposed to quarrel with the wearing apparel of Mr. Hodge. The man who saw him leave Springfield to go to Blenheim did not notice that he had a carpet bag with him; but he (Mr. Cameron) presumed he did not carry a change of linen in his pocket. If Mr. Hodge took the plate away with him, then the Insurance Company was not responsible. If an act of incendiarism had been committed in order to conceal a robbery, then the Company was not liable. He (Mr. Cameron) did not think his learned friend would insist upon such a position, because all the doors were fastened, and everything connected with the place was fastened, and the persons who came to the house had to effect an entrance through the window. Everything remained, nothing was carried away. The inference was that this silver plate put down by Mr. Hodge was mythical; that it had in point of fact no existence except in the reverend gentleman's fertile brain. All the plated ware claimed had been found, and that was not anything like the value attached to it by Mr. Hodge. The law said, that if a man made a false claim in reference to anything, though he might have sustained loss, he was not entitled to recover, and one of the stipulations under which the Company insured Mr. Hodge was, that he should, in the event of loss, derive no profit from the fulfilment of his claim. It said:—"No profit or advantage of any kind is to be included in such claim: and if there appear to be any fraud, overcharge, or imposition, or any false swearing, the claimant shall forfeit all claim to restitution or payment by virtue of this policy." Now let the jury apply this to the case where the reverend gentleman had charged \$12 for chairs, for which he only paid \$6. The Company stipulated—"If there appeared to be any fraud, overcharge, or imposition, the claimant shall forfeit all claim to restitution on this policy." Let the jury say, when considering this claim in their jury room, and remembering well the oaths they had taken,

whether or not there had been an overcharge or imposition. What had the Rev. Mr. Hodge invested for the speculation he had made? He claimed \$4000, or £1000; and he had paid to the Company just \$60. When the amount was so disproportionate, was it not fair that the case should be most carefully weighed? He (the learned counsel,) would ask any one of the jury to place himself in the position of this Company, and say that he was satisfied with the case made out by the plaintiff—a man who had charged £125 for a piano, when long ago it had cost but £106—who had charged \$12 for chairs, for which \$6 only had been paid? What was his object in all this? It was to deceive the gentlemen of the Company into the belief that a man who could shew he had lost £1,700, was not committing a fraud when he claimed only £1,000. Was there no room for suspicion in reference to the manner in which the house took fire? Why should a dwelling-house, unconnected with any other, take fire when there was no one about to start the flames? It did seem to him (Mr. Cameron) quite possible that the Rev. Mr. Hodge having made up his mind to do a bad act, was quite capable of consummating it by destroying the parsonage in which he had resided. But it was by no means necessary that the Company should prove that. All it was necessary for them to do was to show that there had been fraud in the matter. Where was that gold watch which sold when it was new at \$9; but was charged now that it was old, no less than \$40? Would the jury forget that fact? The Reverend Mr. Hodge said that he had been an Executive Councillor in the West Indies; he should not have worn a brass watch. That scarcely became an honourable and reverend gentleman! He said he had lost a gold watch—and one of brass was found in the ruins! Where did he buy it? He (Mr. Cameron) wanted to know that—if the Rev. Mr. Hodge had been so much deceived in this matter; if when he pulled out of his pocket a watch which he thought was gold, but which was only brass—if he were so much deceived, was he any more likely to be correct when he put down a silver sugar basin as worth £15. His (Mr. Cameron's) attention was also called to the fact that another gold watch charged \$100 had been saved, and was in Mrs. Hodge's possession in Blenheim. When the Rev. Mr. Hodge went from home he usually sent his precious articles away in a carpet bag. How was it that he had not done so upon the last occasion? It was a little singular too, that the weight of this carpet bag had been sworn to by a person who received it at second hand. It had been first given to the Rev. Mr. Denroche to take care of—a gentleman residing in Toronto, and who would have been able to tell the Court what that carpet bag contained. Why was he not put in the witness box? The jury would

understand that they (the defence) were not acquainted with all these particulars. They had done their best to ferret out all they could in reference to the matter, because they felt that fraud was contemplated, and was in course of being carried out in reference to this Insurance Company, by the reverend gentleman. The Board of Directors here in Toronto considered they would not be doing justice to the Company unless the case were carried to a jury for consideration. The Board was composed of Messrs. W. P. Howland, M. P. P., W. McMaster, W. Ross, W. Henderson, and J. Crawford, who believed after investigating the matter, that it was a case for the further consideration of judge and jury. It was of great public importance that there should be fair dealing between insurer and insured. The Directors were convinced that in this matter there had been fraud and misconduct; that the plaintiff never had the amount of property he claimed, in fact that he had not room in his house to store it. He (Mr. Cameron) asked the jury to say, when they took these things into account, whether there had not been fraud, overcharge, and imposition? He asked them to show, that no matter in what shape or form fraud appeared, whether perpetrated by the highest or the lowest in the land, that when dealt with by a British jury the wrong-doer had no chance of escape.

HON. J. H. CAMERON replied on behalf of the plaintiff. Surely his learned friend had imagined himself to be making an election speech; one would have thought to hear him, that he was speaking from the hustings. The defence of the Company amounted to this: Had Mr. Hodge only proved himself to be worth the amount for which he was insured, they would have paid the claim; but now, that he was shewn to be possessed of £1700 in value besides, they charge him with fraud, false-swearing, and imposition. Mr. Hodge happily happened to be in a little better position than many country clergymen; but because this was the case, he was to be taunted and pointed at as a person guilty of arson; as a man who desired to get out of the Insurance Company £1,000 currency. How cheerfully they would have paid that sum, had not the plaintiff lost more. No doubt they would! How smooth they would have been! They would in all likelihood have asked him to write a card, thanking them for the prompt manner in which they had paid him. This card would have been put in the newspapers, and doubtless well paid for. But since Mr. Hodge had made out a just and true statement, they turned round and told him they would not give him any thing—not one single cent. The evidence for the plaintiff fully proved that all he had stated was true. Four persons proved most distinctly that he was at Port Credit between eight and nine on the night of the fire. Mr. Cotton had the key of the stable in his pocket all night, so that the plaintiff cer-

tainly did not take his horse out until the following morning. The witness (Cotton) proved this. He got up in the morning at 4 o'clock; called Mr. Hodge down stairs preparatory to going to the city. Notwithstanding the fact that everything had been done to disprove the statements of Mr. Hodge, all that had been elicited tended to confirm them. This Mr. Stewart had tracked him like a sleuth-hound. He had been in Sauguen, Springfield, Blenheim and Montreal. Why, this Company—which had not probably a paid-up capital of twenty times the amount of this claim—this foreign English Company, that considered that they were favouring us poor colonists by establishing an agency here—this Company, he said, trumped up a charge of fraud; and how had they sustained it? The jury had the evidence before them. Now, Mr. McMaster, Mr. Henderson, Mr. Howland, and Mr. William Ross, the directors, were good and honorable men, and gentlemen for whom he (Mr. Cameron) entertained high respect; but as Insurance directors, defending an action, he had no faith in them although they professed not to be interested. The defendants came here provided with acids, all ready to prove that the plate was spurious. Dry goods merchants were placed in the box to tell the jury that when they bought linen three yards wide, it was in fact only two and a half. How this could be, he (Mr. Cameron) could not understand. It was in evidence that the greater portion of the plate had been presented to Mrs. Hodge on the occasion of her marriage, and it was quite plain, if it were not genuine, it had been sold to the persons who made the presentations as genuine articles. It was well known to every gentleman in the jury box, that this Insurance Company have done everything in their power to evade the payment of this just and lawful claim. He (Mr. Cameron) had every confidence, however, that they would not only give a verdict for his client for the award claimed, £1,000, without almost leaving the box, but would at the same time, if they thought proper, give this Insurance Company a vote of censure for the manner in which they had acted in refusing to pay so just and honourable a claim. He did not see that he could add anything further to the remarks he had already made, and he had every confidence in leaving the case in the hands of the jury.

The LEARNED JUDGE.—I feel that I am unable to comment on this case.

(His Lordship was unable to proceed any further with his charge to the jury, being much grieved at receiving a short time before the melancholy intelligence that his brother-in-law (Judge Campbell of Niagara) suddenly expired the same afternoon.)

Hon. J. H. Cameron.—My Lord, the Counsel for the defendants and myself being well aware of the sad bereavement you have sustained this afternoon, beg to state that we are willing that the

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case should go to the jury without any comments from your Lordship.

The jury then retired, and after being absent about two minutes, returned into court and gave in a verdict for the plaintiff—damages £1000. The foreman stated, in answer to an inquiry, that a majority of them were in favor of censuring the Company, but had finally resolved not to do so.



S T A T E
Fire Insurance Company
OF LONDON.
CAPITAL, - - \$2,500,000.

Trustees and Directors of the Canada Branch.

HON. JOHN ROSS, WM. McMASTER, Esq. W P. HOWLAND, Esq., M.P.P.		JOHN CRAWFORD, Esq. WM. HENDERSON, Esq. WM. ROSS, Esq.
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All losses in Canada are submitted to the gentlemen composing the Board, who examine the particulars, and, if found satisfactory, *at once* order the payment of the claim.

Claims have been paid to the following gentlemen during the year 1859. In nearly every instance cards of thanks have been received for the prompt and honorable settlement of the losses.

D. Mikel, Ameliasburgh, J. W. Brown, Belleville, A. A. Campbell, do L. Russell, do W. Hope, do S. W. Alport, do J. Mcagher, Jun. do B. Gollopy, do *E. Farnham, do London, Bick & Co. Brantford Joseph Weir, Brampton, W. Muirhead, Beckwith, C. Bates, Bowmanville, C. Wood, Chatham, D. Walker, do H. Ruttan, Cobourg, A. Milne, Dorchester, J. W. Scott, Durham, Louis Privat, do Allen Vinton, Delta, R. Chambers, Dunnville, W. Hatriek, Dublin's Creek, Corp. of Guelph, Guelph, *H. Bauer & Co., Hamilton, W. Elliott, Kingston,	*J. R. Dickson, Kingston, A. Chowan, do J. Gibson, do O. S. Strange, do G. H. Oliver, do M. Elliot, do *W. Armstrong, do *James Harty, do M. Flanigan, do B. Hornby, London, W. H. Whitehead, London, A. Hoppy, do G. Scott, do M. B. Fortman, do B. F. Davis, Montreal, Langher & Forbes, Montreal, W. Sache, do McLennan & Kyle, do H. Winter, Milton, W. Elhott, do McKay & Co., New York, W. McIntosh, Newcastle, J. Bender, Newburgh, F. Lake, Napanee, J. Roberts, Ottawa,	J. Durie, Ottawa, *J. Kerr, do J. Brown, Oakville, W. Coulter, Peterboro', P. Pollard, Port Hope, R. Maxwell, do W. Carnworth, Perth, J. Hargrave, do *G. Kerr, do F. R. Lapoint, Quebec, *F. Poulin, do G. Armstrong, Prescott, P. Vandervoort, Trenton, J. Ross, Toronto, J. Clement, Toronto, J. Mulholland, do J. Ritchey, do W. McMaster, do J. Spence, do J. Ginty, do A. R. Mard, Smith's Falls, J. Armstrong, do W. Spencer, Woodstock, *J. Andrew, do *L. Houck, Whitby.
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ALEX. STEWART,

Manager B. N. A.

Toronto, January, 1860.

*Losses on Time Policies previous to 1859—paid by the State on getting an assignment of the claim.

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