a subject is impossible, and yet some legislation is necessary, and so far as England is concerned, further legislation is imperatively demanded.

STATUTORY DEFENCES.

A correspondent brings up a point of some interest in Division Court practice which it may be as well to refer to more at length than simply giving an answer to the question put, which is to following effect: Can a defendant, who, having failed to give notice of a statutory defence at the proper time before the trial or hearing of a case, after an adjournment of it to a subsequent sittings of the Court give such notice, as for the latter sittings, and at such time be entitled to the benefit of it?

The question turns on the 93rd section of the Division Courts' Act, which requires that a defendant desiring to avail himself of the Statute of Limitations, "shall, at least six days before the trial or hearing give notice thereof in writing."

We think that the language in the 87th section: "Six days before the day appointed for the trial of the same"—the language in 9th section, "Six days before the day appointed for the trial;" and that in the 93rd section all refer to the same day—that is, the day on which the defendant is summoned to appear and answer, and the day on which, "in the event of his not appearing," the plaintiff may proceed to obtain judgment against him by default. When the case to which our correspondent refers was called on, "on the day named in the summons," the defendant doubtless applied in person, or by some one on his behalf, and answered the claim against him—denied it, we assume, from the statement. This denial was in fact a joinder of issue, no "formal joinder" being necessary; and shewed the issue that was before the judge for "trial," and this is in our opinion the trial or hearing before which six days notice must be given in writing to enable a defendant to raise the defence of the Statute of Limitations. The denial of the claim set up at the trial was the issue adjourned till the following court. The hearing of the case to the next sittings of the court is only a continuation as it were of the "trial or hearing," unless leave be given by the judge to add another defence; the defendant is not in our judgment entitled to claim the benefit of such defence at the second court. The writer recollects a similar question being raised before Judge Gowan some years, and he decided it in the manner that has just been stated.

As to the particular defence desired to be added in the case presented by our correspondent, it is not to be considered as a meritorious defence; and unless under special circumstances it is not probable that a judge would grant an application for leave to set it up.

SELECTION.

TOO MUCH INSURANCE.

The reports of losses by fire in various parts of the country, reveal the fact that persons suffering from these accidents do not, as of yore, come out with a loss to themselves, but frequently with a profit.

The facilities for insuring are now so easy, and persons are begged, we might say, so often to insure, that insurance companies may lay the major part of the heavy losses to their own mismanagement. How often do we read of cases where parties have been burned out, having policies of insurance upon their stocks for two or three times the amount of their stocks. What an inducement to fraud is here held out! Parties, who have been always noted for honesty, might be tempted under these circumstances, to fire their premises; and, having destroyed all traces of what stock was on hand, claim the full amount of their policies of insurance.

We say again, that our various insurance companies have it within their power to stop this source of loss to them. They alone are frequently responsible for the fires and losses. In the first place, let it be understood that insurance companies are not machines for money making purposes, or for putting an insured in a better position than that in which he was before a fire happened. No really honest man insures his property up to the full value. He has confidence in his own carefulness, and, consequently, wishes to be his own insurer to a certain extent. Three-fourths of the full cash value of property is sufficient insurance for any one; and no insurance company is doing justice to its stockholders, in insuring for more than that proportional value.

We know that parties frequently argue, and rightly, that insurance companies take their premiums, and should consequently pay losses without grumbling. Yet, we oppose the plan of insuring everybody *ad libitum*, without examination and scrutiny. Let it be an adopted plan by insurance companies, for persons to be required to show more particularly and specifically what the value of their property is at the time of insuring. Let the public ask for insurance, and not be begged by the agents and runners to insure. By the adoption of plans like this, much good may be accomplished and fewer losses will be reported.—*Ins. Rep.*