ACCIDENT ASSURANCE.

The list of companies in Canada giving indemnity for accidental injury is lengthened of late years. It is not long since the Travelers and Mr. Rawlings' company were the only ones, but there are now nine accident companies with an aggregate yearly business approaching a thousand dollars per day in premiums. More than half of these companies are Canadian too; the Accident Company of North America, the Sun, the Citizens, the Manufacturers' Accident, the Canada Accident Company being all domestic associations. It is to be borne in mind, besides, that the first-named of these is doing considerable business in the United States, its premium receipts in that country for the year 1890 having been more than $30,000. The English companies taking accident risks in Canada are the London Guarantee & Accident Company, and the Norwich & London, which only began business in the autumn of last year. The American companies are the Travelers of Hartford, known all over this continent, wherever there is a railway station, and the Mutual Accident Company, of New York. We copy below the figures of the report for 1890 of the Superintendent of Insurance, showing premium receipts and amount of policies:

Name of Company.	Premi ms.	Amount Policies.
Accident Co. of N. A. ...	$ 38,819	$ 5,532,450
Canada Accident Co....	5,722	1,230,000
Citizens Ins. Co.........	39,471	4,156,900
London Guarantee & Accident............	28,499	6,009,733
Manufacturers' Accident................	46,525	3,995,333
Mutual Accident........	4,119	1,021,250
*Norwich & London....	636	119,500
Sun Life & Accident....	23,995	4,398,569
Travelers	107,195	13,751,830
Total................	$294,981	$40,215,565

*Five months' business.

METALS MARKET.

For practically the whole of the months of April and May, pig iron was on the upward grade in the British markets, as represented by the course of Scotch warrants. These warrants were steadily advancing during the months of April and May; on the 1st of the former month they were quoted as low as 42s., and on the 1st of May they reached 46s. By 1st June the quotation was 53s. and on the 3rd it was 54s. 6d.; then they sustained a considerable fall, reaching 47s., but recovering to 48s. 9d. at date of cable last Wednesday. Prices of Middlesboro iron did not advance nearly so much as those of Scotch iron, and the movement in the former case seems to have been more speculative. In Montreal there is no activity in either pig or bar iron at the moment; Carnbroe is to be had at $20, and No. 3 Middlesboro at $18.25.

Copper has been improving in the English market, slowly at first, during May, but excitedly at the close of that month, the total advance being about £4 per ton. The American copper market has also advanced, and both here and in Montreal holders are firm. Ingot tin had advanced £2 per ton at 1st June, and present intelligence indicates continued firmness. Tin plates for the use of canners are being asked for, but there are few in the country and none are expected till July. The last steamer from Wales with supplies for the United States market, to be entered before the McKinley tariff comes into force (1st July), sails on the 11th inst., and makers will then be able to turn their attention to the Canadian market. Antimony is rather easier. Lead was showing ease abroad last month, but the cable announced last week an advance of 5s. per ton. There is a fair import business going on in Canada at steady prices.

—When the question of the reclamation of Ashbridge's Bay was up in the council, the other day, Alderman McDougall asked "Who is your syndicate anyway; they are a lot of men of straw that can't give their names." The statement was denied, but the names were not given. The suggestion is ominous and should cause the council to pause, till it gets some satisfactory information. The city cannot afford to have any underground proceedings in a matter involving so large an amount. The engineer is doing his duty in the premises, much to the annoyance of the out and out advocates of the syndicate. Let the citizens at least insist on competition, if this enterprise is to go into private hands. The unrevealed syndicate, it is said, by way of menace to the council, has made its best offer; but this is no reason for accepting it. The proceeding is one that deserves to be closely watched.

DECISIONS IN COMMERCIAL LAW.

Forsyth v. Canniff.—In this action it was held that the medical health officer of a municipal corporation appointed under R. S. O. ch. 205, is not a servant of the corporation so as to make them liable for his acts done in pursuance of his statutory duties.

Cockburn v. Quinn.—By a lease under seal the defendant rented from the plaintiff certain premises for three months. The lease contained a covenant that the lessee was not to use the premises for any purpose but that of a private dwelling and "gents' furnishing store."

It was held that the carrying on by the lessee of auction sales of his stock on the premises was a breach of the covenant, which could be restrained by injunction.

Tilliax v. Deans et al.—A creditor for an amount under $40 cannot attack a conveyance as voluntary or fraudulent, and he cannot improve his position by bringing his action on behalf of other creditors.

Boyd v. Robinson.—The defendants, husband and wife, executed in favor of the plaintiff, the husband's retiring partner, a bond conditioned to be void if the husband should save, defend and keep harmless and fully indemnify the plaintiff from all loss, costs, charges, damages and expenses which he might at any time sustain, or suffer, or be put to for or by reason of non-payment by the husband of the liabilities of the firm as the same became due; and the plaintiff was thereby "indemnified or intended so to be from all and every liability of every nature and kind soever of the said firm." Judgments were recovered by creditors of the firm against them, and the plaintiff now sued the defendants to recover the amount to pay these judgments, although he had not himself paid them. It was held by the Division Court, reversing the decision of Armour, C. J., that plaintiff was entitled to have the judgments and costs paid, and the amounts necessary for that purpose were ordered to be paid into Court by the defendants.

Edmonds v. Hamilton Provident & Loan Society.—Under ordinary circumstances a mortgagee can claim interest only from the time the money is advanced. Where insurance moneys are received by a mortgagee under a policy effected by the mortgagor, pursuant to a covenant to insure contained in a mortgage made according to the Short Forms Act, the mortgagee is not bound to apply the insurance moneys in payment of arrears, but may hold the insurance moneys in reserve as collateral security while any portion of the mortgage moneys is unpaid.

Griffith v. Crocker. — Appropriation of payments is a question of intention; and where a creditor takes security for an existing indebtedness and thereafter continues his account with the debtor in the ordinary running form, charging him with goods sold and crediting him with moneys received, there is no irrebuttable presumption that the payments are to be applied upon the original indebtedness.

LEGAL NOTES.

Liability of Express Company.—In an action against an express company for the value of goods which had been misdelivered, namely, Oderkirk v. Fargo, plaintiff testified that, when they reached their destination, the company's agent agreed that plaintiff might take some of them and leave the rest in the office for a day or so, upon paying the charges and signing a receipt, and that, upon calling for them, he was informed that they had been delivered to other parties upon the supposition that he had sent for them. The agent testified that he had no authority to make such an arrangement, but did not say that he so notified plaintiff. In the opinion of the Supreme Court of New York there had not been a complete delivery of the goods to plaintiff, and the question of defendant's liability as a warehouseman should have been submitted to a jury, for if the arrangement was made before payment of the charges and the signing of the receipt, with view to giving plaintiff reasonable opportunity of sending for his goods, it was a matter within the apparent scope of the agent's authority, and would bind the company in the absence of any notice to plaintiff of any restriction on the agent's authority.

Injuries to Persons on Railroad Track.—The Supreme Court of Appeals in West Virginia holds that a person using a railroad track as a footpath for his own convenience elsewhere than at a lawful crossing, and injured by a train while doing so, cannot recover damages of the railway company, unless it be guilty of wanton or gross negligence, the statute requiring a bell to be rung, or a whistle to be blown at crossings, not for those using the track elsewhere for the convenience as a footpath. The statute is complied with when either the bell is rung or the whistle blown, it not requiring both. The decision was given in the matter of Spicer *vs.* Chesapeake and Ohio Railway Co.