

world that can do it. One is the man himself, by laying by a part of his income for such emergencies as sickness and being out of employment. God could do it, but he won't. Savings banks, life and accident insurance, investments in homes are the remedy. The capitalist insures his life to secure competence for his family in case of his death, and his factory to enable him to rebuild in case of fire. The workman should insure life and against accident, save money, buy a home, and be able to hail hard times as a time to rest.—*Carriage Monthly*.

Consumption of Arsenic Increasing.

The use of arsenic, both in the form of powdered white and as Paris green, London purple, and other compounds of arsenic in agriculture, is making enormous progress. Careful and extensive experiments have been made with it by William H. Stevens, at Detroit, Mich., during the past two years, and with the most remarkable success. Every species of insect and worms that injure roots, or grain, or fruits is destroyed by the use of arsenious oxide, and the value of the crops have been enormously increased. Now the report comes to us from California that the farmers, have found the use of arsenic very successful in killing locusts, and as a consequence the price of arsenic in San Francisco is said to have quadrupled in price, the druggists having made a "corner" in it. As many as 80,000 pounds are said to have been used in a single country.

It probably is not known that arsenic is now made in large quantities at the mines of Canada Consolidated Gold Mining Company at Deloro, Hastings county, Ontario. This is the only arsenic produced on the continent, and it far exceeds in purity either the English or German article. The Deloro crude arsenous oxide—which is admirably adapted to agricultural use—is from 92 to 97 per cent. pure, and the Deloro refined is steadily over 99 per cent. pure or about 5 per cent. purer than the average English refined and 7 per cent. purer than the German refined.

The Deloro works have several hundred tons of arsenic on hand in process of refining, and can produce about six tons a day.—*Engineering and Mining Journal*.

Largest on Record.

The *Timber Trades' Journal* chronicles the arrival in London, England, a few weeks ago, of the biggest cargo of deals that was ever seen on the River Thames. The steamer *Regius* from Montreal, which hauled into Millwall, having on board no less than 1,272 Petersburg standards, consigned to Messrs. Bryant, Powis & Bryant. The deck load alone, 200 standards, a few seasons ago would have been looked upon as a respectable cargo. The *Regius* is a large bulky vessel, being 360 feet long and 45 feet beam, and discharging her deck cargo into twenty-two lighters, that range on either side, presented a most astonishing picture. Some idea may be gathered of the vast amount of timber this vessel bore, when, if it was spread along a roadway, it would extend for 167 miles. "It is hard to realize it," says the *Trades' Journal*, "that the deals comprising her cargo

would be sufficient to form a plank foot-way from London to Cardiff." On the best authority, it is calculated that it would take the pine product of 1,000 acres of ordinary forest land, such as there is in Canada, to supply the wood composing the cargo of the *Regius*. The vessel's deals are chiefly 4ths. She also brought boards, besides the superior qualities of Booth, of Ottawa, and Hamilton Bros., of Hawkesbury cuts. A brighter and fresher cargo of deals never entered the port of London. Canadian lumber abroad was never in more active demand than at the present time, and the English markets may now fairly be looked upon as most promising for the future. This will be gratifying news to the lumber industries of this district.

Bank Checks to Bearer.

The *New York Journal of Commerce* has made inquiry among the banks in this city concerning the payment of checks payable to bearer. The president of a prominent Wall Street institution said that his bank did not pay checks above \$500 in amount to bearer. Such checks must be drawn to the order of some one, who, if not known, must be identified. Small checks, say of \$50 or so, drawn to bearer, were paid on presentation, if they were apparently all right. The paying teller of the same bank said he was governed by the circumstances of each case as to checks below the limit named by the president, indorsement or identification, or both, being sometimes required as a protection to the bank, and in order to make it as difficult as possible for money to be drawn fraudulently.

The president of another institution said their practice was to pay checks according to their tenor. As now very commonly drawn, the printed form reads, "Pay to the order of —," and the word "bearer" is added, without erasure of any preceding words. In such cases he considered that the check demanded the bearer's indorsement, and was not properly payable without. The drawer would have a right to complain if it should be paid unless indorsed. The bank asked the indorsement both as a duty to the drawer and a protection to itself. A check drawn "Pay to bearer," however, without the words "order of," would be paid on presentation, unless something suspicious appeared, or the amount was large.

The next president consulted said that his bank required identification, either by indorsement or otherwise. His object was not to protect the bank against forgery, but merely to avoid payment to the wrong person—some one who had picked the check up on the street or got hold of it in an unlawful way.

Another bank official said that, with respect to the large part of their business done through the exchanges, checks drawn to bearer were paid as presented, but such checks offered at the counter by strangers would not be paid unless indorsed or they were properly identified.

The next banker called or said that large checks to bearer would not be paid unless the drawer came in person, or sent someone known to the bank. Checks of \$50 or \$75, payable to bearer, were generally paid, unless presented by boys,

A leading Nassau Street bank president said their rule was to be satisfied, in one way or another, that the payment would be all right. The bank was under no obligation to the check-holder, and would refuse to pay unless he could satisfy the bank. Being reminded that there was a conflict of authority on the question whether the check-holder cannot sue the bank for refusing to pay, he expressed perfect confidence that no such right exists. He knew that the drawer might sue for damages, but the check-holder cannot.

Recent Legal Decisions.

LARCENY—CONVERSION—FALSE REPRESENTATIONS.—Where one is induced by false and fraudulent representations to pledge money as security, parting with its possession but without intending to part with the title thereto, conversion of the money by a person inducing the fraud constitutes larceny, according to the decision of the New York Court of Appeals in the case of *The People vs. Morse*.

CONTRACT AGAINST PUBLIC POLICY—EXCLUSIVE PRIVILEGES.—A contract between a telegraph company and a railroad company by which it is attempted to give an exclusive right to the former to build and operate a telegraph line over the lines and right of way of the telegraph company and by which the railroad company agrees to discriminate in the carriage and rates of freight against competing telegraph companies is absolutely null and void as being against public policy, according to the decision of the United States Circuit Court for the Eastern District of Louisiana, in the case of the *Baltimore & Ohio Telegraph Company vs. Western Union Telegraph Company*.

REISSUES OF LETTERS PATENT—DUPLEX TELEGRAPH APPARATUS.—Judge Wallace, of the United States Circuit Court, has denied the application of Western Union Telegraph Company for an injunction to restrain the Baltimore & Ohio Telegraph Company from using duplex telegraph apparatus for which reissued patents of February 7th and April 1st 1882, existed. The defendant company based its opposition to the motion on the ground that there was no patentable novelty in the alleged invention and that the reissues of letters patent to Joseph B. Stearns, the original patentee and the present assignor of the complaints, was void because it included a part of the invention which had been abandoned to the public through the delay of the patentee in applying for a reissue. Judge Wallace denied the motion for an injunction. In the course of his opinion he said that the reissues of letters patent was to be criticised, not because the claims of the several divisions covered the invention of Stearns in the broadest form and in the narrowest form in which it was capable of use, but because it was upon its face a flagrant attempt to enlarge the scope of the invention in order that the patent might be more available for the suppression of competing instruments.

NEGOTIABLE INSTRUMENT—INDORSEMENT BEFORE DELIVERY.—A third party who places his name on the back of a negotiable promissory note at the time of its execution by the maker and before its delivery to the payee will be