the A.O.U.W. was then in the last stages of consumption." We deny such statement. Perhaps he is not aware that Relief Call No. 9 has just been issued upon that order to raise $91.563.36 with which to pay long deferred losses in the Supreme Lodge and in Ohio, and that the order is in danger of immediate disruption in consequence. A former relief call cost a heavy lawsuit, and the loss of a large membership in Iowa. New York State also made a vigorous "kick." In Ontario, owing to the youth of the order, only fifteen assessments were needed last year, but there were twenty-four in the supreme jurisdiction, and thirty in Ohio. As each of these grand lodges is entitled to relief from the other jurisdictions at that point, and nearly $100,000 more is needed, the other grand lodges must put up the money at once or write themselves out of the order. Ontario's share will be nearly $8,000. Can "Angli" tell us how this thing will work when nearly all the jurisdictions get on the Relief Call and few are left to respond?

THE SEVENTY-FIVE PER CENT. CO-INSURANCE CLAUSE.

This seventy-five per cent. co-insurance clause of fire insurance policies is in some instances applied by the Canadian Fire Underwriters' Association to a certain class of special or schedule-rated risks. When the assured agrees to make his policy subject to this seventy-five per cent. co-insurance, this rate of insurance is reduced fifteen per cent. If the net rate per schedule is three per cent., the rate when this clause is attached to the policy becomes $2.55 per cent. As many enquiries are made as to the effect of this clause in case of a loss by fire on a policy subject to it, we shall first give the clause itself, as it usually is found, and afterwards a few examples which will show its effect on the amount of indemnity to which the assured will be entitled.

SEVENTY-FIVE PER CENT. CO-INSURANCE CLAUSE.

"It is a part of the consideration for this policy, and the basis upon which the rate of premium is fixed, that the assured shall maintain insurance on the property described by this policy to the extent of at least seventy-five per cent. of the actual cash value thereof, and that failing so to do, the assured shall be a co-insurer to the extent of such deficit and to that extent shall bear his, her, or their proportion of any loss; and it is expressly agreed that in case there shall be more than one item or division in the form of this policy, this clause shall apply to each and every item."

When an insurance is carried to the extent of seventy-five per cent. of the value of the property insured, or more, the co-insurance clause has no effect whatever. The company or companies in such a case will pay loss in full, not exceeding the amount of the policy.

1ST EXAMPLE—

Value of property to be insured	$20,000
Amount of insurance thereon	15,000
Loss by fire under this policy	15,000
The companies pay the entire loss	15,000

2ND EXAMPLE—

Value of property to be insured as before	$20,000
Insurance thereon	10,000
Loss by fire as before	15,000
Companies pay amount insured	10,000

It will be seen from the above that when the loss amounts to or exceeds seventy-five per cent. of the value, the co-insurance clause has no effect whatever.

3RD EXAMPLE—

Value of property insured as before	$20,000
Insurance thereon	12,000
Loss by fire under this policy	8,000
Seventy-five per cent. of the value is $15,000. Amount of contributing insurance required:—	
Insurance companies pay 12-15 of the loss	6,400
Assured as co-insurer pay 3-15	1,600
Amount of loss as above	8,000

4TH EXAMPLE—

Value of property as before	$20,000
Insurance thereon	10,000
Loss by fire under this policy	9,000

As in the former case, $15,000 is the amount of contributing insurance required.

Insurance companies contribute 10-15 of 9,000	$6,000
Assured as a co-insurer, 5-15 of 9,000	3,000
Amount of loss as above	$9,000

It will be seen by Examples 3rd and 4th that when the insurance and loss fall below seventy-five per cent. of the value of the property insured, the assured becomes a co-insurer—or in other words stands in place of an insurance company—to the amount of the difference between 75 per cent. of the value and the actual insurance in force at the time of the fire.

When the co-insurance is for a smaller or larger percentage than 75, the co-insurance named can be substituted for 75 per cent. in all of the above examples.

The object of co-insurance is to equalize rates so that each person pays an amount in proportion to the indemnity he receives in case of loss. Suppose that each of two persons, A and B, erects a building of the value of $8,000, the one adjoining the other. A insures in company "C" for $3,000 without co-insurance; premium, $30. B insures without co-insurance in company "D" for $3,000, premium $30; in company "E" for $2,000, premium $20; and in company "F" for $1,000, premium $10; making a total insurance of $6,000, premium $60, or, in other words, B insures to the extent of seventy-five per cent. of the value of his property. A fire occurs, damaging each house $2,000. Mr. A collects from company "C" $2,000. Mr. B collects from company "D" $1,000, from company "E" $666.67, and from company "F" $333.33, in all $2,000. Now, in this supposed case, A has paid $30 to company "C" for $2,000 loss, while B has paid the same premium to company "D" for $1,000 loss. This, we think, is inequitable. Had both these policiesbeen made subject to the seventy-five per cent. co-insurance clause, A would be entitled to receive only $1,000, while B, who had an insurance of $6,000, or equal to seventy-five per cent. of the value, would receive full indemnity, $2,000, because he had insurance at the time of the fire equal to seventy-five per cent. of the value. In this way the indemnity received by each was proportional to the premium paid. A pays $30 and receives $1,000; B pays $60 and receives $2,000.

DECISIONS IN COMMERCIAL LAW.

LONGUEUIL NAVIGATION CO. VS. CORPORATION OF THE CITY OF MONTREAL.—A statute passed by the Province of Quebec in 39 Victoria authorized the City of Montreal to impose an annual tax on "ferrymen or steamboat ferries," and under this authority the City of Montreal passed a by-law imposing an annual tax of $200 on the proprietor or proprietors of each and every steamboat ferry conveying to Montreal for hire travellers from any place not more than nine miles distant from the same. The corporation obtained a warrant of distress to levy upon the Navigation Co. the tax of $200 *for each* steamboat employed by them during the year as ferry boats between Longueuil and Montreal. The Navigation Co. complained that the statute was *ultra vires* of the Provincial Legislature and that the by-law was *ultra vires* of the corporation. On the first point raised, the Supreme Court of Canada held against them, finding the Provincial Legislature duly empowered to pass such an Act; on the second point, the Court held in favor of the company, finding that the by-law was not within the power of the corporation to pass, as the words used by the statutes only authorize a single tax on the owner of each ferry, irrespective of the number of boats or vessels by means of which the ferry should be worked.

KENT VS. FRENCH.—Even where an agreement to arbitrate provides that the decision of two of the three arbitrators shall be binding, yet all these must be present at every stage of the hearing, or the award of two will not be binding. The Iowa Supreme Court lays it down that "the disputants are entitled to the exercise of the judgment and discretion, and to the benefit of the views, arguments, and influence, of each one of the persons whom they have chosen to judge between them, and they are entitled to these, not only in the award, but at every stage of the arbitration, even where a majority are empowered to decide."

NELLES VS. THE ONTARIO INVESTMENT ASSOCIATION.—This is an action brought to have it declared that the subscription by the plaintiff for 101 shares in the association was obtained by fraud, misrepresentation, and concealment, and is not binding, and that the amalgamation between the Ontario Investment Association and the Superior Loan and Savings Society is *ultra vires*, null and void. This amalgamation was brought about by the adoption by each of the corporations of a report of a joint committee in favor of the amalgamation, which report was in great part founded on an annual report of the association, dated 31st December, 1881, and alleged by Nelles to contain gross misrepresentations. The decision of Vice-Chancellor Ferguson, while it does not dispose of the question as to whether the amalgamation of the association and the society is legal and valid, relieves Nelles from liability on his shares, as he was induced to subscribe for them by fraud. The learned judge, alluding to the report of 31st December, says: "I think that it has been shown beyond doubt, and that it plainly appears, that this report contains many representations that were material, that were false, and that were fraudulently made; I do not see how the contrary of this finding could be successfully contended for on the evidence. These representations were sufficiently made to the plaintiff, if that were the sole question in contention. It is, however, not enough that the representations may have remotely or indirectly contributed to the transaction. A representation goes for nothing unless it is the proximate and immediate cause of the transaction. It is not, however, necessary in order to sustain the action that the representation should have been the sole cause of the transaction; it is enough that it should have constituted a material inducement. The defence did not, so far as I can see, give any evidence to show that the plaintiff did not in fact rely on these representations in subscribing for the stock in the association. The representations were made to him; they were not