

missed when both the absorbed and the absorber disappear. But if some very much larger ones do not soon go the way of the Western Union Mutual, of Detroit, already mentioned, it will not be because the laws of mortality do not assert themselves in growing death claims.

THE A. O. U. W.

The Ancient Order United Workmen, for instance, have had a very heavy Relief Call to meet this year, for assessments in excess of the number which each Grand Lodge must pay from within its own membership. The following are the States which became pensioners upon the whole Order in 1890, though some of them had been so for some years previously:—

Grand Lodge.	Assessments made.	Shortage called for.
New York.....	23	\$138,586
Illinois.....	21	55,205
California.....	24	38,448
Pennsylvania.....	23	52,145
Oregon & Washington.....	21	23,045
Tennessee.....	30	30,978
Ohio.....	26	53,838
Kentucky.....	33	22,445

In northern States only 21 to 23 assessments are made locally, but in southern States 30 and even 33 must be made before the excess above the prescribed number, as above, can be thrown upon the whole Order in a "relief call." The relief called for is usually somewhat moderate, but for the past year has leaped into importance, being no less than \$413,794.16. The following is a resume of these relief calls, showing that the Ontario Grand Lodge is now engaged in raising \$37,415.40 to send to the help of the nine States named, whose allotted assessments were inadequate:—

Year ending	No. of call.	Amount called for.	Ontario's portion.
1881....	1	\$ 8,716 70	\$ 321 45
1882....	2	50,645 00	2,408 00
1883....	3	11,987 05	670 70
1884....	4	57,647 73	3,409 35
1885....	5	61,500 00	3,945 50
1886....	6	78,266 40	5,000 00
1887....	7	18,914 19	1,450 00
1888....	8	105,014 00	10,000 00
1889....	9	91,563 36	7,200 00
1890....	10	30,000 00	2,890 40
1891....	11	413,794 16	37,415 40

SOUTHERN TIER MASONIC RELIEF.

This most respectable assessment society of Elmira, N.Y., makes a very unfortunate showing in its twentieth year. Having commenced that year with 4,087 members, though adding 566 new ones in 1890, it closed the year with only 2,387 all told. No less than 2,356 members dropped out in the twelve months, 60 of them by death. It would therefore not be surprising if the 2,387 remaining should experience a heavy rate of deaths this year. The amount increased last year from \$77,500 in 1889 to \$97,310 in 1890. Ten years ago the Southern Tier was a very prosperous Masonic relief association, its annual reports bristling with strong statements in support of the assessment principle and in disparagement of the regular life insurance companies.

Rosenberg Senior—Simon, my boy, now that you are going into pizness for yourself, let me gif you von good rule to follow. Rosenberg Junior—Vell, fader? Senior—It's dis: If your customers don't see vat dey vant, make dem vant vat dey see.—*Yankee Blade*.

DECISIONS IN COMMERCIAL LAW.

TURNER V. GOLDSMITH.—The defendant, a shirt manufacturer, agreed by contract in writing to employ the plaintiff, and the plaintiff agreed to serve the defendant as agent, canvasser, and traveller on the terms, first, that the agency should be determinable by either party at the end of five years by notice; secondly, that the plaintiff should do his utmost to obtain orders for and sell the various goods "manufactured or sold by the defendant as should from time to time be forwarded or submitted by sample or pattern to T." And it was further provided that the plaintiff should be remunerated by such commission as was specified in the contract. After about two years the defendant's manufactory was burnt down and he did not resume business, and thenceforth did not employ the plaintiff, who brought an action for damages for breach of contract. Held by the Court of Appeal, reversing the decision of Grantham J., that the action was maintainable and that the plaintiff was entitled to substantial damages, for the defendant, having agreed to employ the plaintiff for five years, did not fulfil that agreement unless he sent him a reasonable amount of samples to enable him to earn his commission; and that the defendant was not excused from fulfilling his agreement by the destruction of his manufactory by fire.

BARROW V. ISAACS & SON.—In a lease for years the lessees covenanted not to underlet the premises, or any part thereof, without the consent in writing of the lessor, which consent the lessor agreed should not be arbitrarily withheld in the case of a respectable or responsible person: and power to re-enter was given to the lessor in case the lessees did not well and truly observe and perform their covenants. The lessees underlet part of the premises without obtaining or asking for the lessor's consent. The underlease was prepared by their solicitor, who omitted to look at the head lease, and forgot that it contained the covenant not to underlet without consent. Both the lessees and their underlessees were respectable and responsible persons, and no injury was done or likely to be done to the lessor by reason of the underlease, nor could he have had any valid objection to it if his consent had been asked. In an action by the lessor to recover possession of the premises for breach of the covenant:—Held that the omission to ask the lessor's consent was not a mistake in respect of which the Court would grant the lessees equitable relief against forfeiture for breach of the covenant, and therefore that the plaintiff was entitled to succeed in the action.

SAWYER V. PRINGLE.—After default in payment by the purchaser of a machine, under an agreement whereby the property was not to pass until payment in full, with a provision that on default the whole price should fall due, and that the vendors should be at liberty to resume possession, nothing being said as to re-sale, the vendors seized the machine and re-sold it, and after crediting the proceeds brought an action to recover the balance of the original price. Held by the Court of Appeal, that, by the re-sale, the original agreement had been put an end to, and that the plaintiff had no right of action.

MR. T. B. HANINGTON has been appointed postmaster of St. John. His appointment is a popular one.

THE STOREKEEPER'S LIFE IS NOT A HAPPY ONE.

What is the object of keeping store?

To buy and sell goods and make profit.

How can the storekeeper be sure that he is making profit?

By taking care that he gets more for his stock than he paid for it; also that he sells enough to pay his expenses, and something more.

We are led into this sort of moralizing—this imaginary dialogue, if you will—by reading in last week's *Forest Free Press*, which some one has sent us, sundry paragraphs to the effect that—

"Goods being sold at a trifling part of their value at Stirrett & Co.'s great auction sale. Ten days only."

"All goods must go in ten days at Stirrett & Co.'s great auction sale."

Turning to the following full-headed advertisement in the same issue, we learn that there is being offered by the firm named "\$8,000 worth of goods at any price," the explanation of which is given as under:

"The firm of John Birrell & Co., of London, have failed. Our notes in their favor due 4th of May, are held by the Bank of Commerce, London, and must be met when due. Our only way to raise the money is to sell the stock on hand. And it will be sold. An auctioneer and a staff of clerks will be on hand to meet the case. . . . Private jobbing of stock at all hours, auction in the afternoon and evening whenever the crowd comes in. Great auction on Saturday afternoon and night. . . . We want every spare dollar in the town. . . . It is cash we want and cash we must have before 1st May, and the man or woman who has cash can get goods at your own price. . . . General dry goods, thousands of straw hats, boots and shoes, crockery, ALL THE NEW SPRING GOODS GO IN. This untimely pressure will cause us to sacrifice everything to meet demands before 4th May. Now we have told you the situation and the result will be cheap goods, chances for families to lay in supplies that may never come again. . . . This will be a sensation for 20 miles around Forest."

There is nothing very novel in all this, we are sorry to say. Any one who has looked at Ontario newspapers must have seen scores of such advertisements any time in the last few months or few years. "No reasonable offer refused."—"This is a forced sale, and everything goes."—"Profits given away, and customers benefited." (Not a word about the rights of creditors.) Often enough, doubtless, real necessity impels a storekeeper to attempt dodges like this in order to raise the wind. Some of them may be honest attempts to attract custom, but the dishonest rascal who wants to make a haul and cheat his creditors may equally resort to them.

The point we wish to make, however, is that no man who owes for the goods in his shop has a right, without his creditors' leave, to make ducks and drakes of merchandise. And no man does himself justice who gives away his legitimate profit. Let him whom the cap fits wear it.

—The Fredericton Board of Trade memorialized the Public Works department at Ottawa, asking that substantial aid be given at once to improve the navigation of the St. John river at Oromocto, so as to make the channel available for summer schooner traffic between St. John and Fredericton. At present vessels at low water have to be lightened over the shoals. There is quicksand there, it seems, which, when dredged, fills up again almost as soon as a channel is made.