

lopment of the Province, and the provision of railway accommodation to districts now poorly supplied. The works may involve a loss for a time, but as years advance the new lines will prove most valuable and fully justify their construction.

Our civic rulers need be very careful in allowing any obstruction to be placed in the way of traffic, to and from the Harbour via Commissioners street. The Street Railway there would be a convenience only to a certain class of passengers, who are fairly well served already, while the incomparably more important freight traffic in that locality would be impeded. The street was widened to accommodate freight traffic, it is not now wide enough for the local needs, so it would be a great mistake to place any new obstruction in the way.

Tenders were opened yesterday, 25th April, for the Montreal City Loan, which has been so much discussed and so widely advertized all over the world. The result is very disappointing, but less surprising. THE CHRONICLE has pointed out over and over again that the manner of placing loans in this city is not calculated to bring out the best results. We declared some time ago that advertizing the small loans of this city all over the world was most undesirable, and that bringing out a 4 per cent. loan at the same time as one at 3 1-2 per cent. would not tend to elevate the credit of Montreal. We also mentioned that there were such things as circulars to leading financial houses which might be adopted at a minimum of expense and would result more satisfactorily than the extensive advertizing which has been indulged in with such poor results. The views, however, of citizens who have had large financial experience were ignored by the civic Solons.

As a result of all the advertizing, only 2 tenders were received for the whole million and a half loan. The highest was 95.27 and the lowest 93. The price realized for the 4 per cent. loan was 105.50 which on a 3 per cent. basis meant less than 95 per cent.

According to reports, the Government has offered to advance one million dollars to the Harbour Commissioners, at 3 per cent., the loan to be secured by their bonds, running 25 years. This journal has repeatedly urged that it is the duty of the Government to treat this port at least as generously as other ports. This place has been the Cinderella of Canadian ports. She has been systematically neglected while her sisters have been treated as spoiled children. Yet the importance of Montreal as the connecting link between inland and ocean navigation and as a great manufacturing centre, is far greater than that of any other place where there is an ocean shipping business done, consequently this port has an imperative claim on the Government for liberal treatment in proportion to the needs of the transportation interests of the country, which are served here. The next best thing, however,

to what we hoped for is the offer of above loan. Elevators can now be erected in the Harbour, work on which should be at once commenced, and no time lost over discussions over their location, a question which has been thoroughly threshed out.

NOTE GIVEN FOR PREMIUM ON A LIFE POLICY.

A case is reported in the "Insurance Press" in which the decision given by the Supreme Court of Wisconsin has considerable interest to insurance companies. The suit in question arose over a note being given in payment of the premium on a life policy. The report reads as follows:

The policy in question was issued by the Provident Savings Life Assurance Society on the life of one Macdonald, for \$5,000. At the time the application was taken by the society's agent, the applicant gave a note for \$315.25, the amount of the first premium, payable in ten days after date. The application signed contained the usual provision that the insurance should not become binding until the first premium had been actually received during the lifetime or good health of the applicant. The risk was accepted by the company, the policy issued and sent to the agent for delivery, with a voucher to be delivered on the payment of the premium. A few days after receiving the policy and voucher, the agent tendered them to Macdonald and demanded payment of the note. The note was not paid, Macdonald excusing non-payment by saying that his wife was not yet satisfied with his taking the insurance. The policy was left with Macdonald, the agent keeping the note for collection and the voucher, both of which were then deposited in the bank for collection. The time of the note was extended thereafter to November 15, 1898.

Macdonald died on November 23. The note had not been paid. The society had no knowledge of the existence of the note until after the death of the insured. The company denied liability on the ground that as the first premium on the policy had not been paid, the policy never went into effect. The beneficiary brought suit to recover. On trial, the agent of the company testified that the policy was delivered to Macdonald merely for his examination. He said he took the note because he wanted to "tie Macdonald up." The jury rendered this decision:

The policy was manually delivered by the general agent to Macdonald. Such delivery was made with the understanding that the policy should from that time stand as a completed insurance contract. The note was accepted as payment of the first premium, the agent, on behalf of the company, waiving the terms of the policy, providing that it should not go into effect until the payment of the first premium.

The Circuit Court denied a motion for a new trial. On appeal to the Supreme Court a reversal of the decision was secured and a new trial ordered. The Supreme Court held that there was no evidence to show that there had been a waiver of the stipulation that the policy should not go into effect until the first premium was paid. It also held that the note was not the equivalent of a cash payment, that it was merely an evidence of indebtedness.

Our contemporary regards the above decision as denying that a note is the equivalent of cash, and the question therefore arises whether policies under such circumstances are actually in force or not. The agent, of course, has authority to waive the payment of the