them. The Ottawa bye-law in aid of the Toronto and Ottawa Railway contains a condition intended to guarantee to the contributors an independent line. We apprehend that even in the absence of such a stipulation, no form of amalgamation could take place without the special consent of the Legislature. But the necessity of getting consent is not always a sufficient guarantee that undesirable amalgamations would be prevented; for railway promoters are too much in the habit of controlling the Legislatures through the lobby. The precaution taken by the Ottawa ratepayers is therefore a wise one; and the example once set is likely to be followed.

—In the absence of any detailed plan possessed by Toronto Water Works Committee, with which the public has been made acquainted, for bringing water from the lake, Mr. Charles Martin, C.E., who proposes to tender for the work, has come forward with a plan of his own. This plan has at least the advantage of being intelligible, and it is probably not very far from being the right thing. But the Water Works Committee should have a plan of its own, based on scientific knowledge that would command confidence. When an engineer proposes to tender on a scheme of his own, competition is shut out. But competition is necessary to ensure economy of construction. The Water Works Committee should have secured the requisite skill at first. If it had done so, the water works by-law would not have had to be withdrawn. The only thing now to be done is to repair the error as soon as possible.

—It is now said that if the Toronto, Grey and Bruce Railway does not get new and additional municipal bonuses, the road will have to be closed. The company's engineer is credited with having made this statement at Mount Forest. It was added that the piles of some of the bridges are decayed, and that 50,000 new ties are required. To these necessary repairs the increase of the guage is tacked; and the municipalities are given to understand that they must furnish half the amount that will be required for those purposes. But is the increase of the guage really necessary? Cannot a narrow guage road do all the business offering? The Nipissing gets along very well with its narrow guage, and could do much more business than it has. Has the Toronto, Grey & Bruce so much more business that the cost of changing the guage must be gone to? Before anything else is done, this preliminary question should receive a definite answer.

INSURANCE SETTLEMENTS.

A correspondent in Brantford asks us to inform our readers "how all claims for insurance *after fires have occurred are settled.* We cannot quite do this; we do not watch the courts so closely as to be able to give definite information of every case. As a rule we believe that they are settled fairly and in accordance with the evidence adduced, although generally in favor of the plaintiff, the defendant in most cases receiving no sympathy from the Jury.

The second question was not probably convey the writer's meaning. Instead of asking us "if there is a dispute in settlement, upon what grounds does the dispute arise?" We think it was intended to ask what were the ordinary grounds of dispute. Their are quite a number of them:—Further insurance or incumbrance without consent; false or fraudulent representation; wrong description of the building or other property insured; removal from one place to another without consent; additional exposure whereby the property insured becomes subject to risks not contemplated when the policy was issued, assignment or transfer of the policy endorsed; and arson are among the principal grounds of dispute.

We know that there have been needy companies which disputed claims in order to gain time, on defences which have been purely technical. And we have occasionally heard strong denunciations from the bench of their disgraceful subterfuges, but the insured have themselves to blame. They have the statutory conditions; let them read these. They are sufficiently explanatory and have certainly not been framed in the interests of the company only. They are to be found upon the back of almost every policy issued in this province and treat fully of the settlement of claims pointing out the rocks and shoals upon which insurers may be wrecked. But if an applicant for insurance will declare the whole truth and nothing but the truth—if he will take the trouble to read his policy and the conditions thereon endorsed, giving due attention to, and abiding by the same—he need not fear a dispute. All good managers of fire insurance companies dread disputed claims, preferring amicable settlement to the expensive and tedious arbitrament of the courts.

SUPREME COURT REPORTS.

The delay in issuing the reports of decisions of the Supreme Court is most unreasonably long. The number last issued contains reports of judgments delivered on the 3rd of June 1878. This number should have been in the hands of the legal profession at least a year ago. It contains a report of several important decisions, among them the case of Macdonald *vs.* the Georgian Bay Lumber Co., arising out of the insolvency in New York State of Anson G. P. Dodge. The decision of the Supreme Court affirming the judgment of the Court of Appeal for Ontario, which had reversed the decision in the Court of Chancery, that the bankruptcy proceedings in New York did not affect lands in the Province of Ontario owned by Dodge. And this notwithstanding that conveyances had been executed by the Insolvent to the trustee in bankruptcy which were intended to cover this land.

Other cases of interest to the business community are Shannon *vs.* Hastings Mutual Fire Insurance Co.. and Gore District Mutual Fire Insurance Co. In the former the decision of the Court of Appeal for Ontario was affirmed, and in the latter the decision of the same Court was reversed.

Another decision reported, which is of considerable importance, is that in the case of the Queen *vs.* Scott, being an appeal from the Court of Queen's Bench of Lower Canada. It was held in that case, reversing the decision of the lower Court, that Scott was not guilty of larceny by reason of the stealing of a promissory note which had not been previously stamped. These cases are all of sufficient importance to make them of general interest; and in this age of progress and dispatch it is disgraceful that the decisions of our highest court should go unreported for more than a year after they are given.

TO CORRESPONDENTS.

GARCIA.—In answer to your enquiry, "what works on Banking are the best which can be submitted for a young man's study." Wewould reccommend, Price on Currency; Gilbart on Banking; or "Bullion" on Banking, with a Canadian preface.

A. C. OTTAWA. It has been decided that if a person orders his paper discontinued he must pay all arrearages due upon it, else the publisher may continue to send it until payment is made, and may collect the whole amount due whether the paper is taken from the post office or not.

J. L. ESSEX CENTRE. You are not the only one who has been similarly misled. But "when you are off with the new love, you can easily get on with the old."

T. L. & BRO. COLLINGWOOD. The paper is mailed every Friday at about the same hour,and should be received on Saturday, instead of Monday, will enquire at the post office.

MARKED CHEQUES.—We are asked by a correspondent for our opinion on the following case.

"A" on the 31st of July gave "B" a cheque on the Consolidated Bank, not marked, which "B" the same day deposited in his own Bank without being marked. The latter bank on the same day took the cheque to the Consolidated, and had it marked, but did not get the money for it. On the 13th of August the note was protested, and "A" was called upon to make it good. The Consolidated Bank suspended on the first of August. The question is whether "A" is liable to pay the amount which the cheque represents.

Under these circumstances we think "A" is not liable to pay the amount of money again. Whether, as between the other bank and their