

virtually conceded by the officers of both societies. Both have now practically abandoned the level assessment plan. The Southern Tier graded its members some years ago, and now gives young Free Masons and their friends a very low rate to induce them to come in. But somehow they do not come along fast enough to keep the whole membership of the association from decreasing faster than ever. From 2,714 on the books a year ago, the number of members has fallen away to 2,291, over 15 per cent., in that short time, showing that the mere grading of the rates will not save an assessment society from the inevitable, when it once gets upon the *down grade*.

The confession of failure in the London society takes the shape of a new class of members to be formed on the graded-rate plan, to be designated "Class B." It is not specially enacted that new members shall not be taken in what is now to be called "Class A," but this will, we think, be the result all the same. "Class B" is to be open to persons who are not members of the Masonic body. In other words, it is an open business venture, in competition with all assessment societies and life insurance companies in Canada and elsewhere. Agents have been appointed from the Atlantic to the Pacific, and hence the society will have to comply with the Dominion laws as to making returns for publication at Ottawa. An entrance fee of \$6.00 for \$1,000 and \$10.00 for \$2,000 is charged, out of which the medical fee is paid; and then fixed assessments are to be called every second month, on a scale of \$1.25 for the young man of age 20 to 25, and \$3.00 for those of 51 to 55. Six assessments are calculated upon per annum, and these are expected to yield 10 per cent. for expenses, and 25 per cent. more than will pay the deaths, and this 25 per cent. is to be kept for a reserve fund the first ten years. The *"cost is not at any time to exceed eight assessments in any one year; mortal ty in excess of this, should it ever happen, will be paid from the reserve fund."* So perfectly ridiculous is this announcement that we italicise it, for future reference. It's the old attempt of sixteen years ago to put a bridle on The Great Reaper, and to discredit and put to smash the experience of ages. That blunder attempted to fix the death-rate at \$15.00 per \$1,000. This one (if \$2.00 is the average assessment) limits it to \$16.00, which it is *"not at any time to exceed in any one year,"* despite the fact that the society's own experience of the past year is an out-go of \$24.78 per \$1,000, not including expenses, the rate rising higher every year. It seems a marvel that intelligent and respectable men, prominent in the Masonic fraternity of Canada, should lend the weight of their names to an enterprise so clearly proven by past experience to be a delusion and an impossibility. Masons who have a regard for the honor of their craft ought not to build on shifting sand, even if it were admitted to be a cheaper foundation than solid stone.

If there be one structure more than another in this world whose foundations ought to be placed deep down upon the solid rock of the experience of ages, it is that of a life insurance venture. Such an en-

terprise is destined to wrong confiding thousands of poor people if it stands erect only while bolstered with scaffolding, and only while fresh material is being piled higher and higher toward the sky, and if the basis is insecure. "Authors of the greatest evil to the greatest number" is the kindest possible epitaph to be placed upon the grave-stones of its founders.

SCHEDULE-RATING AND SPECIAL HAZARDS.

One of the subjects that engaged the attention of the fire underwriters at their annual meeting last month was the subject of schedule-rating—a system which we have frequently alluded to as probably the most equitable system of fixing rates that has yet been devised. As the classification of cities, towns, and villages according to the nature and extent of their systems of protection from fire has led many places to improve their fire appliances, so the system of schedule-rating adopted by the association has been the means of great improvement in special risks, with the view of lessening the fire hazard. This is shown very clearly in the reports made by schedule-rating committees in two cities.

The Toronto committee declares "that the system of schedule-rating is now being appreciated by the assured, and the application of schedule-rating has, for the past six months, been working very satisfactorily. So much has this been the case, that no meeting of the committee was deemed necessary."

The Montreal committee deals with the matter at greater length. From their report we give the following extracts:

"The perusal of a series of inspection reports leads inevitably to the conclusion that the majority of mill and factory owners do not in any way appreciate the hazards inseparably connected with the use of machinery. If there is one thing above all others that leads to fire losses it is want of cleanliness; it may perhaps be considered a weakness by some that our schedules do not provide a fixed extra for bad condition, but it is felt that there is a difficulty in imposing an extra rate for the condition of a risk on the particular day or days which it may be inspected. In some cases the building may be in bad condition owing to some temporary cause, and it would be unfair to increase the rate on a single inspection."

"Another matter to which special attention has been devoted is in demonstrating to mill owners the superiority of a cask of water and pails to all other means of extinguishing fire in its incipency. The most ignorant workman knows the use of a pail of water and will intuitively use it at once, while other and more complicated appliances are being brought into play. Its very simplicity has in the past caused it to be neglected, and if the system of rating by schedule had done nothing else than bring about the general introduction of casks and pails into factories heretofore unprovided with them, it would have accomplished much. . . . In conclusion, your committee cannot too strongly advise the continuance of a rigid system of inspection. Laxity in this matter while such inspection depended upon individual companies has without doubt caused much of the loss among specials in the past, and we confidently hope that the work done and to be done by the association's inspectors will lead to continued improvement in this class of risks."

There is practical common sense in what is stated in the above report. A pail of water at the incipency of a fire will in most cases extinguish it, while for the want of such necessary and convenient appliances it would soon kindle into a blaze that it

would require the best fire appliances to master. Another matter that deserves full publicity is the character of gasoline stoves, as affecting risks. We dwelt upon this last week, and desire again to express our opinion that the statement that "vapor stoves are no more dangerous than the ordinary coal and wood-burning cooking and heating stoves" is misleading and dangerous. Experience teaches the contrary. Gasoline vapor is an explosive; and the underwriters do rightly in warning the insuring public of its character and in charging an extra rate for its use.

RECENT LEGAL DECISIONS.

FLORENCE MINING COMPANY vs. BROWN.—This decision of the Supreme Court of the United States is valuable as determining what a vendor must do with undelivered goods, after the insolvency of his vendee, before he will be entitled to recover. The insolvency of the vendee in a contract for the sale and future delivery of personal property in instalments, payment to be made in notes of the vendee as each instalment is delivered, is sufficient to justify the vendor for refusing to continue the delivery, unless payment be made in cash; but it does not absolve him from offering to deliver the property in performance of the contract if he intends to hold the purchasing party to it; he cannot insist on damages for non-performance by the insolvent without showing performance on his own part, or an offer to perform, with ability to make the offer good.

HOOPER vs. COOMBS.—H. agreed to put on board the cars at B. a certain quantity of whiskey and potatoes; he knew it was the defendant's intention to ship them through the North-West Territories without obtaining a permit, and that to do so was illegal; and he assisted in the transaction by concealing the whiskey among the potatoes. The defendant C. agreed to pay the price of the articles when placed on the cars, but he did not, and H. sued him, but was not allowed to recover, by judgment of the Court of Queen's Bench, Manitoba, on the ground that a contract lawful in itself is illegal if it be entered into with the object that the law should be violated; and that as a matter of public policy courts should refuse to enforce contracts projected in violation or intended violation of Dominion legislation, although that legislation may not apply to the province in which the contract is made or is sought to be enforced.

THE PORT ARTHUR DISTRICT.

The resources of this district, in minerals, building materials, and timber, are undoubted, and are attracting much attention at the moment. From our travelling agent, Mr. Oliver, and from other sources we have obtained interesting information to a late date. Much is to be expected from the careful examination of the neighborhood. Silver properties are especially active and promising. The Silver Mountain mine has been in good working order this winter, the extensive development work being rewarded by an improved showing. At the Beaver property, owned by Messrs. R. G. Peters, of Manistee, F. J. Hecker and Gov. Alger, of Detroit, milling operations have been suspended till spring, in order that a supply of ore may be accumulated and the mine's resources more efficiently developed. The Rabbit Mountain mine and mill have been closed since early winter, and remained closed, owing