

be bound to accept instead of money. This being so, the case comes within the rule that commercial paper to be negotiable must be certain, unconditional, and not contingent."

**KING V. ÆTNA INSURANCE COMPANY.**—K. was in the general merchandise business, and insured to the amount of \$23,000 in twelve companies. The stock was damaged by fire, and a few days later a compromise was signed by K. and the insurance agents. All but the Ætna Fire Insurance Company, of Hartford, paid the *pro rata* loss agreed upon within sixty days. Before he had delivered up the Ætna policy another fire occurred, and he tried to hold this company for the loss, suing and recovering a judgment. The case went up to the St. Louis Court of Appeal, where the judgment was reversed, the court, through Judge Thompson, holding that after executing a contract of settlement to all intents and purposes the plaintiff could not set it aside and sue on the surrendered policy on the theory that it was in force at the time when the second loss occurred. To allow this would be to jeopardize all compromise settlements, and turn them into mere instruments of fraud.

**BISHOP V. GRAND LODGE OF THE EMPIRE ORDER OF MUTUAL AID, NEW YORK.**—Deceased was a member of a mutual aid society, one of the objects of which was to assist and support members or their families in case of sickness, want, or death. A beneficiary fund was provided for, to be paid over to the family, heirs, or legal representatives of deceased members, or to such persons as such deceased member might, while living, have directed. It was further provided that each member should be entitled to a certificate setting forth the name and good standing of the member, the amount of the benefit to be paid at death, and to whom payable. It was held by the New York Court of Appeals, that deceased having complied with all other provisions of the society, the fact that he had not taken out a certificate, nor designated to whom his benefit should be payable, did not preclude a recovery against the society, but in the absence of such certificate the family of the deceased would be entitled to the benefit.

#### THE RECENT STORM.

The storm of last week did much damage throughout the northern and western portion of the province. Lightning, wind, and water were the destroying forces. In a single township, West Whitby, it is estimated that the cost of merely putting roads and bridges in repair will reach \$25,000. At the village of Greenwood, Mr. F. L. Green's dams were swept away, entailing a loss of \$2,000, while the whole community suffers from inundated roads and cellars. Schomberg, York County, is in a similar condition. Its loss from the breaking of dams alone is estimated at \$15,000. At St. Thomas the dynamo of the Electric Light and Gas Co. was struck by lightning. The lights were extinguished and the machinery and buildings damaged to the extent of several hundred dollars. In Oshawa, Dingle's Agricultural Works, Hare's foundry, and Coulthard & Scott's Agricultural Works were almost destroyed. The lower part of Robson's tannery was also flooded and much damage done. Murray & Co., tanners, of Brooklin, have sustained a loss from lightning of about \$20,000, half of which is covered by insurance. Port Hope, too, has been unfortunate. Kain's mill and storehouse were com-

pletely cleared out, the large bridge at Walton street, with one of its abutments, was destroyed. Boats and boathouses were carried "out to sea" on Lake Ontario, cellars were inundated and dams demolished. The loss there is placed at about \$25,000. In Barrie, about fifty yards of one of the streets was washed away, and half a dozen merchants suffered heavy losses by flooding of cellars. The event has caused the townspeople to consider new methods of drainage. Considerable damage was done to the Northern Division of the Grand Trunk Railway track. Some days were needed to repair the latter. The total is roughly estimated at \$50,000.

The railway companies have suffered in other parts also from the effects of this storm, and their trains were delayed. At Port Hope over one hundred feet of the Midland track was torn out; and sixty feet more was displaced about five miles north of the town. The roof of the Grand Trunk station at Elora was lifted by the wind and thrown across the track, breaking the telegraph wires in its course. Near Komoka an embankment 50 feet deep and 150 feet long was swept away. The Canadian Pacific suffered from two wash-outs, of a not very serious nature, near Orangeville. The ballast in Jarvis' Cut, near Jarvis, on the Northern and North-Western, was washed away. The Michigan Central had the telegraph wires burned out by lightning at Yarmouth, and other loss from inundation was sustained.

The general report seems to indicate that this has been the most damaging flood over a large section of territory that has occurred in Ontario for many years. The loss to municipalities for bridge-repairing will in itself be a very serious item in several counties. In two cases death was caused by lightning. In Parry Sound the little daughter of Mr. Joseph McGee was instantly killed, and at Minesing a farmer named Joseph Dixon met his death by lightning. From Bowmanville come accounts of damage to country roads and bridges. Every mill dam in Darlington and Clarke townships is said to be washed away. Hilly farms, or those of light soil, have suffered, land recently seeded being washed away.

#### DRY GOODS ITEMS.

According to reports in dry goods circles, Chicago is to have one of the largest retail dry goods stores in the world. "The Fair" will shortly begin the construction of a retail dry goods store exceeding in extent the famous Bon Marche of Paris. The building will occupy half of a large block bounded by State, Dearborn, Monroe, and Adams streets, the dimensions of frontage being 190 feet on State and Dearborn streets, and 350 feet on Adams street, containing 66,500 square feet of land. Upon this will be erected an immense building twelve storeys high, of steel construction, the front to be of stone and terra cotta. It will contain, when completed, 887,250 square feet of floorage. Messrs. Otto Young, E. J. Lehmann, and A. Lehmann are the principal stockholders; Mr. Harry Lazarus, manager.

The trouble in the Ontario Cotton Mill, Hamilton, does not appear to be over. When the mill opened on Monday last it was found that the weavers were not so anxious to work as represented, for they were not on hand to resume duties. However, some of the looms were run by the repairers. A number of the other employees, who were thrown out of work by reason of the strike, were at work. Manager Snow said, "Certainly the mill will be kept in operation. We have not made any

effort to get weavers, but when we want them we will have no difficulty in getting them."

An authority on the fur trade situation outlines the prevailing conditions as follows, says the *Dry Goods Bulletin*: "The early opening of a manufacturing fur season has not within our recollection shown greater promise than is noticed in this branch of trade at present. The demand for shoulder capes last year and the belief in an increased sale the coming season have made this little garment a most important one to manufacturing furriers. Sealskin makers are likewise busy on jackets, wraps, and other small garments, the outlook for the sale of which is excellent. There have been many new styles introduced. The men are out on the road and doing well. The fur trade has cause for congratulation over the outlook."

The latest thing in foreign hosiery is the plaid silk stocking. It is very popular in England just at present, and importers are predicting its speedy adoption by American fashionables.

#### KEEP GOODS PLAINLY MARKED.

There are two policies in vogue for marking goods, one to mark the selling price on each article, the other is to put on the firm's private mark, which is not intelligible to the buyer. The last method is not satisfactory to the person who is inspecting the stock. The marking of goods plainly helps to sell them. The show window is a good place to inform passers-by what goods are selling for, and a neat card attached to the goods, bearing the price in bold figures, always attracts attention. A window may be very attractive, but without prices apparently it loses much of its interest. The plan of marking goods is a help to the merchant, as it serves as a protection against cutting prices. If an article is plainly marked it impresses the buyer as being the price, and it is useless to ask for less. In case the request is made, however, it needs but a few words from a clerk or merchant to satisfy the buyer that the price marked cannot be deviated from. This is a matter that will bear consideration by merchants who desire to keep up with the times. The plain marking of goods is an advance step. — *Minneapolis Commercial Bulletin*.

#### LIVERPOOL AND LONDON AND GLOBE INSURANCE CO.

This old and strong company has held its fifty-fourth annual meeting in Liverpool, when Mr. Nicholson, the chairman of the board of direction, presided. He showed that the business of 1889 had gone ahead of that of any other year, the premiums in the fire department alone being some £60,000 sterling in excess of those of 1888. This result, Mr. Nicholson added, had been "obtained by no increase of risky business, but by a steady pushing on in the groove in which we have hitherto worked."

There had been three or four large losses by three or four large fires, but these were risks deliberately taken, and risks which the company would be glad to take again. And for all this there was £21,000 to be carried to the credit of the Fire Account and to increase the Fire Re-insurance Fund. After that £138,270 is carried forward to Profit and Loss Account. The business is going on at a steadily increasing ratio.

As to the life department of the company's business, the chairman said all possible was being done to open up new channels and push