

Mr. J. Gardner Thompson Says Western Provinces are Prosperous

Mr. J. Gardner Thompson, manager for Canada Liverpool & London & Globe Insurance Company, has returned from a trip to the Western Provinces visiting some of the important agencies of his Company, Mr. Thompson does not appear to have noticed any great change in the physical features in the West as there has been little or no new construction, on this account, there are virtually no vacant buildings, and rents especially for houses and apartments have greatly increased. Mr. Thompson states that business is prosperous, and there is little or no unemployment. So long as present price of grain is maintained, the North West will continue prosperous, as even a moderate crop at present prices, yields large returns. British Columbia is also prosperous, the mining and forest industries being particularly active. Vancouver is probably in a healthier condition than it has ever been, and it is hoped that the people of the West will profit by experience and avoid real estate booms, which usually bring such disaster in their train. Individuals in the West especially farmers, Mr. Thompson states, are gradually reducing or paying off their mortgages, but there still remains heavy Provincial and Municipal debts, which will continue to be a burden for some time, with hard work, and economy this however, should not bar progress, and the situation will be relieved by the tide of immigration, which it is expected will steadily blow into that rich country, which only requires its natural resources to be developed.

Insurance results in the West have been satisfactory during the past few years, but there is always the menace of a great conflagration, owing to frame buildings, and the use of wooden shingles. Mr. Thompson states that in his opinion the use of wooden shingles, should be prohibited by the law in any community where there is an aggregation of values.

POWER OF PUBLIC UTILITY COMMISSION TO ALTER CONTRACTS

In these days when public utilities of all sorts and conditions are regulated by public commissions of some description, the case of City of Edmonton vs. Northern Gas Company decided by the Supreme Court of Alberta, is one of considerable interest.

In this case it appeared that the Alberta Public Utilities Act came into force in October 1917 and the Board of Public Utilities Commissioners was constituted under the Act a few weeks later. Previous to this date the city and the Northern Gas Company had been negotiating in reference to the gas supply of the City, and in November, 1915, an agreement was arrived at which was confirmed by an Act of the Alberta Legislature.

The agreement between the Company and the city provided that the company should not charge more than a certain price for gas during the term of the franchise granted by the agreement but in 1919 the City and the Company came to an understanding and presented a joint petition to the Board of Public Utilities asking that the rates fixed by the agreement be increased by an order of the Board. The City and the Company being of one mind on the matter there was, apparently, no chance for opposition, but the Attorney General of Alberta intervened, and questioned the jurisdiction of the Board to make an order increasing the rates on the ground that the agreement between the company and the City validated as it had been, became an Act of the law, and that to alter its terms would be a legislative act and beyond the jurisdiction of the Board.

The decision of the Supreme Court of Alberta was that the contention of the Attorney General was right and that in this case the Board had no jurisdiction to make an order increasing the rates. The following quotations from the judgment of the Court show that there is a limit even to the power of public utilities boards when it comes to interfering with binding and lawful contracts and, although some of the other Judges took a different view of this particular point, as a general statement of the law it is sound and will repay a careful perusal.

"I presume, though I have not the material before me to verify," said the Chief Justice of Alberta, "that the Canadian Public Utilities Acts finds their prototypes in acts of legislature of states of the American Union, and every one familiar with the constitution of the United States knows by its terms every legislature is prohibited from passing any law 'impairing the obligations of contract.' Our legislatures have no such limitations, but unless the power is expressly given to disregard contracts or effect can be given to the legislation only by implying that power a Court would be unwilling to construe an act as having such an intention. There is plenty of scope for the operations of the Board without holding that a contract has no sanctity."

PERSONALS

Mr. W. B. Meikle, President and Managing Director of the Western Assurance Co., who left Canada some days ago has arrived in England, where he is visiting the Agencies of his Company. The Western has earned a high reputation on the other side of the water, where it has a good organization, and valuable connections. We understand the Company's business in that section of the Empire for 1919 was highly satisfactory