

station on their railways except Toronto to any station upon the section of the Grand Trunk line, west of and including the Buffalo and Goderich line, such cars to be handed over to the Grand Trunk Company at Paris. The said cars are to be returned loaded with freight for stations on the Great Western line, Toronto excepted.

5. The rates to be charged for freight from local stations on the Great Western railway to Toronto for places east thereof on the Grand Trunk railway are to be the same as those charged for traffic carried on the Great Western railway, from the same points to the Suspension Bridge at Niagara, but, where the above will not apply, equal rates per ton per mile are to be charged for all traffic of a similar character exchanged between the two Companies, and where the mileage of one Company is less by one-third than that of the other Company, a terminal allowance is to be made to the Company having the shorter mileage, such terminal allowance, together with the through rate, to be from time to time settled between the general freight agents of the two Companies, or, failing agreement, to be settled by arbitration in the manner hereinafter mentioned.

6. The rates to be charged by the Companies respectively in respect of traffic from and to local competing stations west of Toronto to and from the terminal stations of Toronto and Hamilton Wharf are to be the same, whether carried over the Grand Trunk system or the Great Western system.

7. The through rates to be charged for traffic from Montreal to stations on the Grand Trunk and Great Western lines west of Toronto and Hamilton, and vice versa respectively, shall be such as shall from time to time be mutually agreed upon between the two companies, or, failing agreement, as shall be fixed and settled by arbitration as hereinafter provided. The Great Western Company hereby agree not to quote less through rates via Hamilton Wharf in connection with the boats (including insurance and other charges) than the through all rail rates mutually agreed upon by the two companies, but should the boats to and from Hamilton at any time charge less than the all rail rates agreed between the two companies, then the Great Western Company are to be at liberty to charge local rates for traffic to and from Hamilton Wharf.

8. Teaming of freight traffic to and from competing places is to be henceforth entirely abolished by both Companies.

9. So far as can be, the passenger trains of both Companies at Toronto and Paris are to be so timed as to run in connection with one another.

10. The rates and fares to be charged in respect of through traffic shall from time to time be agreed upon and settled between the respective managers for the time being of the two Companies, and in case any difference shall arise between such managers, every such difference shall from time to time be referred to the boards of the two Companies in England, and should the said boards be unable to adjust and settle any such difference, either Company may, by giving three calendar months' previous notice in writing, under the hand of their chairman or secretary, (such notice to be given by delivering the same at the principal office of the other Company in England), determine this agreement, which shall at the expiration of such three months cease to have effect, except as to any act, matter or thing done or omitted to be done in accordance with the terms hereof, prior to the expiration of such three months.

11. And in order to prevent all unnecessary or duplicate outlay of capital by the two Companies, any projected new competing line of railway west of Toronto shall be either undertaken and constructed jointly by the two Companies, or the option shall be given by the one to the other Company to occupy and work the same jointly, upon such terms and conditions as may be mutually agreed upon, or, failing agreement, as may be determined by arbitration in manner hereinafter mentioned. The object of the two companies being, whilst meeting the just wants of the country, to keep the outlay of further capital within the smallest amount.

12. Wherever the lines of the two Companies are connected with each other, and in the opinion of the two companies it would be for the convenience of the Companies, and a saving of expense, that arrangements should be made for the joint working of any station or stations at such points of connection, such arrangements shall accordingly be made by the two Companies, and the terms and conditions thereof shall be such as may be agreed upon.

13. Subject to the sooner determination thereof under Article 10, this agreement shall remain and

continue in force for a period of seven years from the 1st day of August next,

14. Each of the said Companies, parties hereto, will from time to time make, do, execute and perform all such acts, deeds, matters, and things as may be necessary for carrying into effect the terms of this agreement which may be necessarily required by the other of them.

15. Except as is hereinbefore specially provided, all matters and questions hereinbefore referred to arbitration, and all questions in difference which may arise between the two Companies as to this agreement, or the construction or effect thereof, or as to any matter or thing connected therewith, or arising thereout, shall, as and when they respectfully arise, or as soon thereafter as conveniently can be, be referred to and determined by an arbitrator, to be mutually agreed upon between the two Companies, or, him failing, an arbitrator to be appointed, upon the application of either Company, by the Chief Justice for the time being of the Court of Queen's Bench of the Province of Ontario, heretofore called the Chief Justice of Upper Canada, and the decision of such arbitrator shall be final and binding upon both parties, and the costs of and incident to every such reference and award under such agreement shall be in the discretion of the arbitrator.

RAILWAY EXTENSION.—On Thursday last the County Council of Peterboro' passed by-laws through the second reading, and gave notice for the third on the 14th January next, granting \$10,000 towards the revival of the connection between Cobourg and Peterboro', and a similar sum towards the extension from Peterboro' to Chemong Lake.

FREIGHT RAILROADS.—Originally railroads were considered as only improved turnpikes. A writer in the *American Law Review* quotes from some of the earlier English and American railroad charters clauses which show that those who granted these rights intended and expected that the tramways would be used like turnpikes, and other improved roads. For instance, in a charter granted in Massachusetts in 1830, the corporation is authorized to build its roads, and to "collect tolls from all persons or property conveyed over it; and for the more efficient collection of the same; it is authorized to erect toll houses, establish gates, appoint toll gatherers, and demand toll upon the road, and to prescribe, by rules and regulations, conditions for the transportation of persons and property, the construction of wheels, the form of cars and carriages, the weight of loads, and all other matters and things in relation to the use of the said road," and it is further prescribed that the road may be used "by any person who shall comply with such rules and regulations."

The necessities of passenger traffic soon produced the present system, in which the railroad company owns also the rolling stock, as it is called. For the rapid transportation of passengers, the present system must continue; but for the cheap transportation of goods, there is reason to believe that separate railroads, exclusively used for freight, on which trains shall be run at a uniform rate of speed, would answer far better.

Such a freight railroad system, is a necessity of the times for this country; and curiously enough it is only a return to the ideas of the early legislators on railroads.

If they had been able to foresee what an enormous development the railroad interest would have, they would no doubt have provided in the charters that the transportation of passengers and freight should be to a certain extent kept separate; and for the construction of special passenger roads, connecting the great centres of population, and freight railroads elsewhere.

PROJECTED LINES.—The *Hamilton Times* says:—It is probable there will be a lively time over Railway affairs at the meeting of the two Legislatures. The Hon. J. Buchanan has given notice of an application to Parliament for a charter for building the Great Southern Railway. This enterprise will be wholly in the Province of Ontario, consequently it will be within the jurisdiction of the Local Legislature. Mr. W. A. Thompson, President of the Erie and Niagara Railway line, it is stated, intends to apply for a charter to extend that Railway from Fort Erie or Black Creek to Detroit. This is actually the Southern road, and that, too, will be wholly within the Province of Ontario. There will be a contest probably between the applicants for the two charters, while it is probable that the Great Western and Grand Trunk Companies would oppose both. Then there will be an application to the Federal Parliament for an act to legalize the agreement between the Grand

Trunk and the Great Western. We think there is little or no probability of the Great Southern being built for years to come, whether the charter be granted or not. It would, if built, be a competing line, both with the Grand Trunk and the Great Western, for the through freight and passenger traffic, and would not be likely to be a more profitable investment than the Grand Trunk itself.

—It is thought that the Woodstock Branch Railroad (N. S.) will be ready for traffic by the first of January.

THE HARRISBURG BRANCH RAILWAY.—From the earnestness with which the people of Brantford have at length taken up the subject of building the Branch Railway from Brantford to Harrisburg, we have strong hopes that by next spring the construction of the said road will be put under contract. If the Bonds of the Buffalo, Brantford and Goderich Railway Company will bring 50 cents on the dollar in the market, it would be infinitely better to sell them, because while the \$400,000 of them are held by the Corporation, they will never be able to get interest on them from the Railway to a greater amount annually than \$9,200, the sum which has to be paid over to the Municipal Loan Fund; and if \$200,000 of them were sold, the Corporation would still draw \$9,000 from the Railway Company by way of interest to be paid over to the Government, leaving but \$300 to be paid up annually out of the taxation of the town. Prudence, therefore, dictates the sale of the bonds, for they are lying idle now, the whole \$400,000 drawing but \$9,200.—*Galt Reporter*.

Insurance.

NEW LIFE ASSURANCE COMPANY.—A company to be called The Mutual Life Assurance Association of Ontario is being started in Galt. The promoters of the scheme are very sanguine of success. As soon as 250 promises to insure shall have been obtained, business will commence.

MUTUAL INSURANCE SOCIETY.—The Enginemen, Conductors and Firemen, employed on the Buffalo, and Goderich Division of the Grand Trunk Railway, have formed themselves into a Mutual Insurance Society against accidental death.

Halifax, like St. John, N. B., is to have a fire alarm telegraph on the Montreal principle, at a cost of \$7,500, partly made up by insurance companies.

MYSTIFICATION.—The *Montreal Witness* says, We believe there is a good deal of mystification in the inducements held out for business by some Life Insurance Companies; and also that some untrustworthy companies are presenting themselves among the large number seeking for public confidence.

REMARKABLE LIFE INSURANCE POLICIES.—Life policies, like port wine, gain richness by age, with this exception in favor of the former, that it remains accumulative until the end of its existence, whereas there is a period of decadence in the latter—a time, perhaps two decades, when it eats up its own qualities. A few instances of the value of life insurance as an investment, when effected at an early age, is exhibited in several policies in London companies. A policy for five hundred dollars, taken out in 1816, was worth in 1840, twenty-four years after its commencement, one thousand and sixty dollars. A policy for five thousand dollars, taken out in 1806, was paid in 1840, when it amounted to fifteen thousand dollars. A policy effected in 1796 for ten thousand dollars had increased to forty-one thousand seven hundred dollars in 1849, forty-three years, whilst the annual premium was but two hundred dollars. Another policy, effected as early as 1777, for ten thousand dollars, was worth in the year 1839, sixty-two years later, the sum of seventy-five thousand seven hundred dollars, having added in that period more than six times the amount of the original investment. These anecdotes display the great advantages to be derived from life assurance, even in longevity, and where lives are short—and none can tell when the vital cord shall be severed—the value of this scheme of providence is inexpressible.—*Insurance and Real Estate Journal*.

FIRE RECORD.—Oct. 12. Fire at Port Colborne. Store and dwelling house of Samuel Hopkins destroyed. Loss about \$15,000 or \$20,000, only partially covered by insurance. Dwelling house of L. G. Carter destroyed. Loss about the same. Dwelling house of Edward Armstrong damaged. Fire originated in the stove-pipe passing through a partition in Mr. Hopkin's building.