

RECENT LEGAL DECISIONS.

CHEQUE ON BANK WITH RECEIPT FORM ATTACHED.—An English Railway, in payment of a trade account, delivered to the tradesman an order on the Union Bank of London, as follows: "Pay to B. the sum of £60. Provided the receipt form at foot hereof is duly signed stamped and dated." The receipt form read: "Received from the Railway Company the above named sum as per particulars furnished. This receipt is not to be detached from the cheque." This order, which was in form like a cheque, was crossed generally, and was stolen before it had been endorsed, and before the receipt had been signed. The thief took the documents to another bank, the London and Southwestern, and having forged the tradesman's name on the order and receipt, left the order for collection. Subsequently the Union Bank paid the money to the London and Southwestern, and the latter paid over the money to their dishonest customer before they became aware that the signatures were forged. Upon ascertaining what had happened, the tradesman sued the London and Southwestern Bank for the sum of £60 as damages for the conversion of the order, or in the alternative for the money as had and received for him. The defendant bank relied on Section 82 of the English Bills of Exchange Act, (which is the same as Section 81 of the Canadian Act), and is as follows: "Where a banker in good faith, and without negligence, receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque, by reason only of having received such payment." It was held by Mr. Justice Kennedy, who tried the case, that an order to pay money in the form of an ordinary cheque, with a proviso that a receipt form attached shall be filled up, is not a cheque within the Bills of Exchange Act. Judgment was accordingly given in favour of the tradesman, following the rule of law, which entitles a person, who finds that any property of his has been taken, and has produced money, to say to the wrongdoer, "You had no right to receive that money, and no right when you had received it, to hand it over to anyone else." 15 T. L. R. 226.

Correspondence.

We do not hold ourselves responsible for views expressed by Correspondents

LONDON LETTER.

8th March, 1899.

FINANCIAL.

Although the profits made by some of the most prominent patent soap companies, Pears' for instance, show a perpetual diminution, there is no lack of new aspirants for the post of universal cleanser. Two of these after some preliminary private trading seek to let the public share in a good thing. "Titan Soap" asks for \$325,000, and promises a profit of at least \$75,000 per annum, whilst "Hercules Soap" flies to more ambitious heights, and wants \$750,000. The Huggins' Soap Works' flotation a little while back was an utter frost, and the prospect of these two adventures are neither alluring nor promising. The valuation of assets are made after a very unsatisfying fashion, and the profits of recent years are lumped together so that it is impossible for the investor to gather whether they are going up or down.

Horatio Bottomley is a financier who thoroughly understands that great are the uses of advertisement, and he has solved the problem of how to obtain the maximum of publicity at the minimum of expense. A couple of years ago it will be remembered that the daily papers went into hysterical adulation when he announced that he proposed to distribute a million and a quarter dollars amongst the unhappy folk who had lost their money on his Haward Union scheme.

The copper boom has been strengthened by the opening out of valuable mines in the North West of West Australia. The Balla Balla mines, three in number, have had a splendid reception in the hands of the public. It came as a relief to find some genuine copper mines after a prolonged experience of the Utah brand.

A knotty problem is now puzzling the minds of a section of our Westralian promoters. If there are seven "gold" mines which have each been failures, what measure of profit would arise from their amalgamation into one? It reminds one of the school boy's retort, "Well, sir, if once times nought is nought, twice times nought must be something." He was a very young boy, but the gentlemen who propose to fuse the Lone Hand and other Coolgardie mines are men of respectable ages, too old for some of us.

The Barnum and Bailey issue has gone off very well indeed, and many of those who have got hold of shares are selling already at a premium.

Eight public loans in the last few weeks, and those mainly colonial ones, have been brought out and taken up with avidity. The investor is in a most cheerful frame of mind at present. There was a pretty dull time for a few months, but now capital is pouring out like water, and, after that run of good concerns which is necessary to promote confidence, we may look forward to the usual variation of the joint-stock confidence trick.

People who hold Russian Oil shares have increasing reason to flatter themselves. The agitation against Rockefeller's low flash American paraffin grows louder every month, and, on the other hand, the imports of Russian Oil have increased from 502 barrels in 1883 to 915,354 in 1898. The imports of American Oil are about three times as heavy as that last figure, but they have only about doubled between the above-mentioned dates. The Rothschilds' family are rapidly overtaking the Standard Oil Trust in its special trade.

INSURANCE.

The Pearl is a prominent industrial office on this side, and has just finished its yearly summary of accounts. New policies to the number of 809,582 were issued last year, and 34,913 claims, grants and other maturities were paid. Ten per cent. dividend is the shareholders' portion.

Of the making of new sorts of policies there is no end, and the benefits of them are being widely recognized. Amongst those in special favor just now are the contracts whereby the widow gets 5 per cent. revenue from the policy-amount, the principal being paid either at the end of a particularised period or at her death.