of systems of law in Canada is stated to be due to the legislation of the new provinces of Alberta and Saskatchewan, the former province having contributed three new statutes and the latter five dealing with the law of companies. In British Columbia the 13 statutes which were in existence in 1907 have been repealed and have been replaced by a single consolidating statute based entirely on and closely following the words of the Imperial Consolidation Act. In the province of Ontario also there has been a reduction from 16 to five owing to a consolidation which took place in 1907.

In summing up the present position, the memorandum states that some progress has been made toward uniformity during the past four years. Resolutions are to be proposed at the coming conference by the representatives of Australia and New Zealand.

THE CABLE COMPANIES' AGREEMENT.

The stockholders of the Anglo-American Telegraph Company and the Direct United States Cable Company have to-day received details of the provisional agreement into which the companies have entered with the Western Union Telegraph Company. The Anglo-American buys the Western Union's new cable for £700,000; and the Western Union will rent for 99 years the Anglo-American Company's entire plant and assets for £262,500 per annum, payable quarterly. This will provide a dividend on the total capital (£7,000,000) as follows:— Preferred stock, 6 per cent.; ordinary stock, 3¾ per cent.; deferred stock, 1½ per cent. The Direct United States Company will receive an annual rent of £58,568 per annum from June 30 last, and the directors have agreed not to pay dividends exceeding 5 per cent. without the consent of the Western Union Telegraph Company. Thus the many rumours respecting these companies have been disposed of. The terms of the agreement will be submitted to the shareholders at the end of the month. They are generally regarded as very fair.

LONDONER.

London, E. C., September 16, 1911.

Legal Decisions.

A CLAIM FOR FIRE INSURANCE.

At Montreal, on Wednesday, Mr. Justice Demers gave judgment in the case of Kline Brothers vs. the Provincial Insurance Company. The case is reported as follows:—

The plaintiffs, a tobacco manufacturing concern, sought recovery of $1,000, the amount of a policy written by the company, and covering loss by fire to premises in Florida. Plaintiffs represented that a policy for this amount had been entered into by the insurance company on August 27, 1908, the contract being signed by a qualified representative of the company in New York. On March 19, 1909, the premises and stock covered by the insurance were destroyed by fire, the total damage being $112,000, this being covered by insurance in various companies. The company was forthwith notified of the loss, but on April 24, 1909, a communication was received to the effect that the insurance company denied the liability. The plaintiff in his plea cited statutes of the State of Florida, whereby, in cases of dispute over fire losses, an insurance company, if judgment in favor of the claimant is finally secured, is rendered responsible for the payment of all costs incurred. Thus the claim made against the defendant was $1,250—$1,000 being the amount of the policy and $250 the amount of expenses incurred by the plaintiffs in seeking payment of the claim.

The defendant company opposed the suit on the grounds that according to a clause of the contract, the policy was annullable at the wish of either party, provided five days' notice were given. As a matter of fact, the company, in a letter dated December 22, 1908, declared its intention of annulling the contract, on the ground that the company was not authorized by law to write such contracts outside of the limits of the Province of Quebec.

The court, in summing up, maintained that the defendant had failed to establish the fact that it was forbidden to do business outside of the Province, and furthermore that it had failed to give adequate proof of the fact that it had cancelled, or signified its intention of cancelling, the contract. Accordingly, the case was decided in favor of the plaintiff, and the defendant company was condemned to pay $1,000, the full amount of the policy, and the costs incurred in the litigation.

INDUSTRIAL ACCIDENTS IN AUGUST.

Industrial accidents occurring to 237 individual work people in Canada during the month of August, 1911, were reported to the Department of Labour. Of these 104 were fatal and 133 resulted in serious injuries. In addition six fatal accidents were reported as having taken place prior to the beginning of the month, information not having been received by the Department before August, 1911.

In the preceding month there were ninety-two fatal and 195 non-fatal accidents reported, a total of 287, and in August, 1910, there were eighty-two fatal and 140 non-fatal accidents, a total of 222.

Of 237 returns received during the month giving the ages of the victims of industrial accidents, thirteen referred to persons under twenty-one years of age, fifty-six to persons between twenty-one and forty-five, and twenty-four to persons over forty-five. One hundred and forty-four persons were over twenty-one years of age, but their exact ages were not specified.

STATEMENT OF ACCIDENTS DURING AUGUST, 1911, BY INDUSTRIES AND TRADES.

Trade or Industry.	Killed.	Injured.	Total.
Agriculture	5	11	16
Fishing and hunting	2	..	2
Lumbering	4	7	11
Mining	3	1	4
Building trades	12	11	23
Metal trades	6	10	16
Woodworking trades	1	7	8
Printing trades	..	2	2
Textile trades	..	2	2
Food and tobacco preparation	1	..	1
Railway service	23	27	50
Navigation	20	4	24
General transport	8	16	24
Civic employés	1	11	12
Miscellaneous	5	12	17
Unskilled labour	13	12	25
Total	104	133	237