DECISIONS IN COMMERCIAL LAW.

RITTER V. MUTUAL LIFE INSURANCE CO. OF NEW YORK.—The plaintiff's testator had increased his life insurance from $300,000 to $500,000 and within a year committed suicide. The Mutual Life of New York carried $75,000 of this amount, which it declined to pay, on the ground that the insurer was sane when he took his life. On the day before the suicide was committed the testator had written a letter declaring that he took his life in order that his creditors might realize the amount of their claims from the insurance companies. The case came before the Supreme Court of the United States, and it was held that when a contract of insurance was made, neither the insured nor the insurer could be expected to have contemplated suicide. In fixing the premium the company had considered the circumstances bearing on the duration of life, and had not taken into account the question of suicide, and, indeed, to have done so would have been against public policy.

QUEEN V. FORBES.—A sum of money was received by P. to be distributed amongst certain *cestuis que trust*, including bondholders of the Consolidated Electric Company, of which P. was solicitor. Two parties who held judgments against the company obtained orders garnishing a part of the money in P.'s hands. On motion to quash the garnishee orders, it was held that the money was trust fund, and as such was not liable to garnishment.

Re TAYLOR AND CITY OF WINNIPEG.—This case involved the validity of certain regulations in a by-law passed to regulate the sale of milk. It was held that a vendor could not be compelled to state where he obtained the milk he has sold or is about to deliver, because his answer might subject him to cancellation of his license as provided for in another section of the by-law. Held that he could not be required to permit a sample of milk intended for his customers to be taken for examination, since no provision was made for compensation. In these respects, the by-law was *ultra vires*.

STYLES V. THE SUPREME COUNCIL OF THE ROYAL ARCANUM.—There has arisen some difficulty in the interpretation of this clause from s. 148 (2) of the Ontario Insurance Act 60 Vict, c. 36, "notwithstanding any stipulation or agreement to the contrary, any action or proceeding against the insurer for the recovery of any claim under or by virtue of a contract of insurance of the person may be commenced at any time within the term of one year." It was held by Meredith, J. that this is an enabling enactment, having reference to a stipulation or an agreement giving less than one year for bringing the action.

—From different parts of the United States have come specific accounts of increased movement in business, but the most conclusive proof of the generality of this increase is found in the returns of the bank clearings. At New York city alone, an increase of clearings over 1896 is shown of five thousand million dollars, equal to nearly fourteen per cent., while the increase in clearings all over the Union exceeds six thousand millions. The exchanges of the New York Clearing House for the year last past amounted to $33,427,027,471, against $28,870,775,056 in the previous year.

—New York has 1,043,468 electric lights; Paris, 600,000.