

is not to be discarded for some hidden meaning, that nothing but the exigency of a hard case and the ingenuity of an acute mind can discover. The effect of the mortgage clause "loss if any payable to the mortgagee as his interest may appear," or of words of similar import, often attached to policies of fire insurance, is to make the mortgagee the simple appointee of the mortgagor, to receive the proceeds to the amount of his interest, and to place his indemnity at the risk of every act and omission of the mortgagor that would avoid, terminate, or effect the insurance of the latter's interest, under the terms of the policy. (Delaware Insurance Company of Philadelphia, Greer, 120 Federal Reporter 916).

FIRE INSURANCE, PURCHASER'S POSITION WHEN VENDOR INSURES IN HIS OWN NAME.—The owner of a house in Georgia, entered into a contract to sell it to a woman; she was to have immediate possession, to pay in yearly instalments, and to receive her deed when the payments were completed. The owner insured in his own name for \$800, and under the contract for sale, the woman paid the premiums to the insurance company. When all but \$375 of the purchase money had been paid, the house was burnt down. Proofs of loss were furnished by the vendor, who demanded payment of the whole \$800, but this the company refused to pay. They offered him, however, \$375, the balance due on his purchase. This he accepted, surrendering the policy, and giving a conditional receipt, that such payment was not to prejudice the right of the woman to collect the balance. The vendor then sued the company to recover the balance for the woman, but the Supreme Court of Georgia dismissed the action, because as it was said she was no party to the contract of insurance. (Wright v. Continental Insurance Company, 43 Southwestern Reporter 700).

ACCIDENT INSURANCE, BENEFIT SOCIETY.—A member secured accident insurance from a benefit society which provided a certain indemnity for a broken arm or leg. At the time the insurance issued there was no by-law defining a broken arm or leg, but subsequently a by-law was passed providing, that the breaking of a leg should be defined to be a breaking of the shaft of the thigh bone between the hip and the knee joint, or a breaking of the shafts of both bones between the knee and the ankle joints. The certificate was issued subject to present or future by-laws, and in an action on the contract in Iowa judgment was given in favour of the society holding that the by-law was reasonable, and governed an injury to the certificate-holder occurring after it was passed. (Ross v. Modern Brotherhood of America, 95 Northwestern Reporter 206.)

FIRE POLICY, DOUBLE INSURANCE.—Where an assured takes out two fire policies insuring the same property, but one of them covers other property also, without stating how much insurance applies to each property, it is not a case of double insurance and the policies do not pro-rate. Meigs v. Insurance Company of North America, 54 Atlantic Reporter 1053.)

STOCK EXCHANGE NOTES.

Wednesday p.m., July 22, 1903.

The fluctuations in stock prices in the local market this week have been narrow, and the movements one way or the other have not amounted to very much. On the whole, however, the list is slightly stronger than at a week ago. The volume of business was contracted, and the trading was lifeless and inactive. During the earlier part of the week a sagging tendency was quite noticeable, but this movement was to a certain extent checked to-day. The abnormal conditions prevailing in New York continues to affect us here, and at the present stage even the oldest hand in the business hesitates to prophecy or estimate what the next move will be. The general advice seems to be to keep out of the market at present. Stocks are for the most part so low that it seems hazardous to sell them short, but on the other hand the position is so clouded and uncertain that purchases even at the prevailing low level do not attract the trader. We, however, cannot help believing that the present is a buying season for the really standard stocks, always with the proviso that the purchaser should be prepared to adequately protect his holding through any probable or even possible contingency that may arise. The stocks traded in on our local market while generally low on their merits, do not present the puzzling inconsistencies which viewed from the surface appear in the New York market. It is almost impossible to realize for instance how a 4 per cent., even though an industrial, such as U. S. Steel Common, should sell at 22, and in the railway list there are also stocks selling at what seems to be equally absurd prices. Of course, the market price of a stock is generally supposed to be a fair criterion of its value, at the moment, when compared with the rest of the stocks in its particular market, but from time to time special circumstances affect special stocks, and it seems at present that such a condition is bearing on the U. S. Steel securities. The more optimistic brokers hope for better conditions here in August, but it must be remembered that this hope has been expressed month by month, and that better conditions have always been a month ahead, and we have not yet managed to catch up to them. A negative argument against tight money this year is the fact that it is so generally looked forward to, that it may not materialize. It is an old saying that "the expected never happens."

Call money in New York to-day was loaning at 2 per cent. and in London the rate was 1¼ to 1½. The rate in the local market continues at 5 to 5½ per cent.

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Some 1,242 shares of C.P.R. made up this week's trading in this security and the stock closed with 122 bid, a recovery of 2¼ points from last week's closing quotation. This stock has held its price wonderfully well throughout the long continued decline. The earnings for the second week of July show an increase of \$194,000.

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The Grand Trunk Railway Company's earnings for the second week of July show an increase of \$159,478. The stock quotations as compared with a week ago are as follows:—

	A week ago.	To-day.
First Preference.....	112½	112½
Second Preference.....	98½	98½
Third Preference.....	49½	50½