for the receipt and disposal d stock within the district contain depot. That valuators be apnd the stock valued and at once o the depots, there to be placed erent departments and offered to trade at such prices as the conhe stock may warrant. It was bring this proposal to the notice colesale trade. As to length of vas resolved to request the dergy to impress upon their congrehe desirability of making their earlier in the week, so as to ob. press of business and late hours day night.

ere will be found a letter from a in Detroit who tells with great the troubles that afflict the just tent merchant over there. He to find a cure for some of the vils described, and looks with in the outcome of the Convention on. In a private letter which achis communication he says that on cannot cure the troubles, civic or class coercion wili not care

l, of all the ills that men endure, hat kings or laws can cause or cure! must come from sustained volon of the parties directly conhese parties, I take it, are the themselves."

are now sold largely by sample at of an army of commercial travelfear that sometimes sales are luly. I have been a 'drummer' know how it goes." . . .

the man of \$300 or \$400 capital usands of dollars worth of goods So said the Mayor of Hamilmade no mistake.

dians would only spend half the evote to wrangling over useless estions to trying to understand es of business, there might be for improvement." This from albraith, of Rat Portage, and s to be admired. There are think political and municipal ire-pullings, and the rest of it ble for a vast waste of time, ture to say so.

MENT FOR DEBT IN NOVA SCOTIA.

relating to imprisonment for fore in force in the Province of differs radically from the presne Province of Ontario and in tively English-speaking counthat law any judgment debtor sed and put in gaol in default atisfy the judgment. This is, bject to provisions allowing the oly at once for his examination to a release. An appointment amination is then given and nours' notice thereof given to On such examination, if novered showing any fraudulent nnection with the incurring of debtor is discharged. If, on d, fraud is proved, the Comwe power to commit the prisoner to gaol for a period not exceeding one year.

This will strike our readers generally as being in direct contravention to the general presumption in favor of innocence as acted upon in modern times. The effect of this law is to accept inability to pay as prima facie evidence of fraud, sufficient to justify the arrest of the debtor. It then rests with the party arrested to disprove the existence of such fraud before he is entitled to regain his liberty. This is entirely consistent with the original conception of all bankruptcy legislation in England. Originally, the inability to pay one's debts was of itself treated as a crime. Public sentiment has long since compelled a departure from all such theories. If anything, we nowadays, perhaps, go to the other extreme. In view, however, of the strong current of modern opinion in reference to this matter, it is not surprising that an effort should be made to bring the law of Nova Scotia more into harmony with modern conceptions.

At the last session of the Legislature in that province a bill was passed proposing to materially alter this law. It was not adopted by the Legislative Council. It is however understood that the bill will be brought up before the Legislature at its next session, when, if reaffirmed by that body, it is likely to become law.

Under these circumstances, the nature of the proposed changes will be of common interest to our readers. We are indebted to our contemporary the Halifax Chronicle for the full text of the proposed amendment and some concise comments thereon. The new law proposes apparently to consolidate all the legislation on the point, and alter the underlying principle by requiring the creditor to establish a case of fraud before being allowed to arrest his debtor, instead of having fraud assumed in the first instance subject to disproof by such debtor. It is now proposed that no man shall be arrested under execution or capias unless a creditor shall make upon affidavit a prima facie case to satisfy the court that fraud has been committed, whereupon an order for arrest may issue.

The grounds, one or more of which must be substantiated to obtain the order are thus set out in the Act:

(a) That the party making the affidavit believes, and has good reason to believe, that the judgment debtor is about to leave the province with intent to defraud his creditors generally or the plaintiff in particular, and that he fears the debt will be lost unless an order be forthwith issued for

(b) That the judgment debtor is possessed of means of paying the said judgment and after demand has neglected or refused to pay the same.

(c) That the debt or claim, the subject of the judgment, was fraudulently contracted, or that the credit was obtained from the creditor under false pretences, or that any fraudulent circumstances have occurred in respect of such debt.

(d) That fraudulent circumstances have occurred with regard to the disposition of his property by the judgment debtor.

(e) In cases of tort that the tort or damage was wilful and malicious.

Among the other provisions in the Act is one which provides for an order for the examination of the debtor as to his affairs, subject to his arrest for contempt of court in case of his failure to appear. The proposed enactment appears to contemplate a careful safe-guarding of the interest of crditors and to provide adequate machinery for securing their rights.

Some of the grounds for arrest appear to be stated in very general terms, and may be subject to wide differences of interpretation by different tribunals. Apart from this defect, if it be a defect, the measure appears carefully framed; and without endorsing to the full the other extreme to which the laws elsewhere have gone, one may venture to hope that the Nova Scotia authorities will see their way at no distant date to modify, at least to the extent proposed by this measure, laws which in these modern times are fairly open to the charge of being harsh.

DECISIONS IN COMMERCIAL LAW.

MOONEY V. DAVIS .- The Michigan Supreme Court decides that where a merchant makes verbal statements as to his financial condition to an employee of a mercantile agency, by whom such statements are reduced to writing as a part of the same transaction, but not signed, and subsequently the merchant approves his former statements, and states that there has been no material change in his finances, the written statements are admissible in evidence against him to show fraud in a purchase of goods six months after such approval, when the sale was made in reliance on the facts set forth by the mercantile agency. The importance of this decision will readily

IN RE GODSON AND THE CITY OF TORONTO .-When a County Court Judge is making an investigation pursuant to the resolution of a council under R. S. O., cap. 184, sec. 477, he is acting, says the Court of Appeal for Ontario, as a persona designata and not in a judicial capacity, and is not subject to control by a writ of prohibition.

Evans v. Skelton .- In a lease the tenant covenanted to deliver to the landlord certain premises in the city of Montreal at the expiration of their lease, "in as good order, state, etc., as the same were at the commencement thereof, reasonable wear and tear and accidents by fire excepted." The premises were used as a shirt and collar factory, and were insured, the tenant paying the extra premium, and having been destroyed by fire during the continuance of the lease, the amount of the insurance money was received by the tenant. Subsequently the landlord brought an action against the tenant for \$9,084, being the amount of the cost of reconstructing and restoring the premises to good order and condition, less the amount received from the insurance, alleging the tenant allowed the ashes of hard coal used the condition of its people. in the premises to be put into a wooden barrel on one of the flats, but that slushy refuse, tea leaves, &c., were always poured into the barrel. The origin of the fire could not be ascertained. The Supreme Court of Canada held that the fire in the present case was an accident by fire within the terms of exception contained in the

Pickles v. Phoenix Insurance Co.-Where an insurance agent authorized to take applications writes into an application false answers to questions put to the applicant as to the amount of insurance, and deceives him into believing that the correct answer has been written, the company is estopped, in an action on the policy issued on such application, from denying the correctness of the answer as written, so says the Supreme Court of Indiana.

JOHNSON V. AMERICAN FIRE INSURANCE Co.-A policy of insurance provided that either party might require an arbitration touching any loss or damage, and that the award made thereunder should be binding to the amount of such loss or damage, but should not decrease the liability of the company under the policy. The policy further provided that it should be void in case of other insurance without notice and the consent of the company, and authorized the company to terminate the contract at any time at its option by giving notice and refunding a rateable proportion of the premium. The Supreme Court of Minnesota held that an arbitration and award merely as to the amount of the loss at the instance of the insurer did not forbid the subsequent denial of legal liability upon the ground that the policy was void for reasons known to the insured when the arbitration was instituted, that additional insurance unless consented to or unless a waiver was shown ipso facto avoided the contract, and that the fact that the company had not after notice of such ininsurance cancelled the policy did not justify the legal conclusion that it had elected to allow it to continue in force.

CANADA LIFE ASSURANCE COMPANY.

Once more this old and favorite company shows, at its annual stock-taking, increased resources and a gratifying growth of business. The balance of assets, which at the previous meeting was shown to be \$8,345,000, is now swelled to \$9,328,000, an increase of almost a million in the year. And indeed the receipts of the last twelve months are shown to have been in round numbers: premiums, \$1,339,000; interest earnings, \$500,000; total, \$1,839,000; handsome figures indeed. The company's life risks now exceed \$46,000,000, under 23,286 policies on 17,629 lives, an average of say \$2,600 per policy.

Death claims have again been light; they correspond almost exactly with those of 1888, being \$320,086 upon 150 lives, against \$404,000 upon 151 lives last year, both being under the expectation. There was disbursed besides, for endowments, \$33,492; for annuities, \$400; while a sum of \$246,000 went for dividend to policy-holders in various shapes and the purchase of policies. The rate of growth achieved by this company is brought out vividly by the statement of the president that in 1869 the total sum assured by the Canada Life was but \$5,476,000, while its total income in that year was only \$233,000. Not only does this speak volumes for the Canada Life, but it that the fire had been caused by the negligence indicates to the careful observer a vast imof the tenant. At the trial it was proved that provement in the wealth of the country and

It has been determined by the directors of the Canada Life to do business in the United States, and it will accordingly open agencies in Michigan, the Insurance Commissioner for which State, having examined the condition tenant was not responsible for the loss, as the of the company, pronounces that it has a policy-holders' surplus of \$1,664,000, equal to \$120 for every \$100 of policy liability. A further favorable feature of the com-