

Aviation. While the heavier than air machines are making new triumphs at Lakeside, comes the regrettable news of the wreck of Count Zeppelin's passenger airship "Deutschland." There is after all more of sympathy than of rivalry between the two systems and nowhere will the Count's latest misfortune be more sincerely regretted than among the aviators assembled at Lakeside. There is much to be learnt from, and nothing to be ashamed of in these discouragements. No new system of travel, ocean navigation, railway, automobile, or any other has made as great progress with as little loss of life, as aviation has made in the last three years. The Count has the Kaiser at his back; he has Germany at his back and if he wants a few other nations to help him through his pioneer difficulties he can have them.

Workmen's Compensation.

The Ontario Government has appointed Chief Justice Sir William Meredith a commissioner:

1. To inquire and report as to the laws relating to the liability of employers to make compensation to their employes for injuries received in the course of their employment which are in force in other countries, and as to how far such laws are found to operate satisfactorily.
 2. To make such recommendations as he may deem expedient for enacting in this province any of the provisions of such laws as he may deem suited to the circumstances and conditions of the province and proper to be adopted.
 3. To cause to be prepared and report a bill embodying such changes in the law as in his opinion should be adopted.
- This is a matter of very grave importance, and the appointment of a single capable commissioner to deal with the subject is much to be commended. A better man for the work than Sir William Meredith could not have been found.

CO-INSURANCE CLAUSE UP-HELD.

A decision of very considerable importance to the insured and the insurer was rendered by the Court of King's Bench, Appeal Side, this week in the cases of the London & Lancashire Fire Insurance Company and the Guardian Assurance Company and L. T. Trempe.

On March 23rd, 1907, Mr. L. T. Trempe, of Sorel, insured his buildings for \$2,000 in the London & Lancashire Fire Insurance Company and in September following placed \$4,000 with the Guardian Assurance Company, both policies containing the co-insurance clause under which in consideration of Mr. Trempe maintaining during the currency of the policy insurance up to 80 p.c. of the value of the property, the companies reduced the premium.

On March 5th, 1909, a fire took place and immediately thereafter an arbitration was entered into between the parties and the appraisers came to an amiable agreement on the award estimating the damage to the buildings insured at \$5,814 and the value of the buildings immediately before the fire at \$14,750. The adjusters forwarded proofs of loss to the insured showing that the amount of

the insurance which he should have carried was \$11,800, which was 80 p.c. of \$14,750, the value of the property, and the amount of the loss which the companies had to meet was \$2,950.

The insured was pleased with the appraisers' award so far as regarded their estimate of the fire loss, but he was not pleased when he learned the amount for which he was a co-insurer and the sum that was coming to him.

After a lengthy trial at Sorel Judge Bruneau maintained Plaintiff's action for the amount the appraisers awarded as the fire loss, namely \$5,814 and held that Mr. Trempe in carrying \$6,000 of insurance had fulfilled the terms of the 80 p.c. co-insurance clause, the Judge interpreting the co-insurance clause to mean that all that was required of the insured was to place 80 p.c. upon the value of the property at the time of the application. Further, while in the applications for insurance to several companies, Mr. Trempe had warranted that the buildings were worth from \$9,000 to \$12,000, the Judge accepted his verbal statement at the trial, to the effect that the buildings were worth but \$7,500.

The Court of King's Bench has unanimously reversed this decision declaring that the co-insurer must maintain the full percentage required under the policy, not only at the time of the application for the insurance but during all the time of the insurance; further that according to the terms of the insurance contract, before the companies could be sued, there must be an award made by appraisers; that such had been done; that the award was binding upon the parties and that the companies' tenders were sufficient and valid.

Messrs Claxton & Ker appeared for the London & Lancashire Fire Insurance Company, Messrs. Atwater, Duclos & Co., for the Guardian Assurance Company and Mre. F. Lefebvre and S. Beau-doin, K.C., for Mr. L. T. Trempe.

GRAIN CROPS IN THE NORTHWEST PROVINCES.

The following table, compiled by the Census and Statistics office of the Department of Agriculture, Ottawa, shows comparatively the areas of wheat, barley and oats in the Northwest Provinces over a five-year period, which includes the current year, and by its inclusion of the corresponding figures for 1900 indicates very effectively the progress which has been made in the West during the decade:—

Provinces.	1910.	1909.	1908.	1906.	1905.	1900.
	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.
NW Provs.						
Wheat..	8,395,400	6,878,000	5,624,000	5,062,493	3,941,369	2,495,466
Oats...	4,398,000	4,657,000	2,771,500	2,309,439	1,697,170	833,390
Barley..	1,015,900	1,017,000	873,300	522,734	370,850	162,557
Manitoba.						
Wheat..	3,014,400	2,868,000	2,957,000	2,721,079	2,417,253	1,965,193
Oats...	1,451,000	1,390,000	1,322,000	931,282	779,279	573,848
Barley..	684,000	696,000	662,500	336,980	249,218	139,660
Sask.						
Wheat..	4,848,000	3,685,000	2,396,000	2,117,481	1,376,291	487,170
Oats...	1,973,000	1,847,000	930,100	901,646	606,346	141,517
Barley..	137,400	135,000	81,000	77,573	40,732	11,798
Alberta.						
Wheat..	533,000	385,000	271,000	223,930	147,835	42,103
Oats...	971,000	820,000	513,400	476,511	311,545	118,025
Barley...	194,500	186,000	129,800	108,175	80,900	11,999