which the death rate shoots up as the business drops down. The fact is that the insurance in force increased in the six years by 6 1-2 per cent., while in the same six years the death claims increased by over 60 per cent.

The reports of 1898 business embraces the exhibit of three assessment companies which were not in the field, or not reporting to the Department, in 1892, some of which are, at the present time, manifesting a degree of vigor somewhat parallel to that which characterized certain of those named in the table about a decade ago. But in the light of the facts disclosed in the table, and of the crisis recently reached by many of the fraternal orders, whose plans, although they do not report to the Dominion Government, are much the same as those of the companies under review, one does not require to be skilled in the technicalities of insurance to conclude that a few more years will clear the insurance horizon of that heretical structure whose foundation purpose or principle is the impossible one of something for nothing. Meantime, those who do understand somewhat of the foundation principles of the business can afford to view with equanimity the hysterical jubilation and expensive fireworks periodically indulged in by the enthusiastic pushers of the remaining few over a temporarily brilliant record, knowing that, ere many more years have gone, there will be an unfailing assertion of the mathematical principles and natural laws which are now being violated, but which are never violated with impunity.

A CELEBRATED NEWFOUNDLAND BANKING CASE.

Decision of the Privy Council.

In June of last year, we told in our columns the story of a most interesting lawsuit arising from the collapse of the banks in Newfoundland in 1894. A Miss Tryphena Gaden sought to recover the sum of $3,850 from the Newfoundland Savings Bank.

The first trial of this important case resulted in judgment being given for the defendant bank. The plaintiff obtained a re-hearing before the full bench of judges presided over by the Chief Justice of Newfoundland, and their decision sustained the previous judgment and dismissed the appeal with costs. But Miss Gaden, being unwilling to submit to the great hardship of having her industrial savings swept away by the disaster to the Commercial Bank, and the judges having stated that the amount of her claim warranted her, if any dissatisfaction with their opinion existed, in appealing to Her Majesty in Council for reversal of the decree of the Newfoundland judges, decided to continue the fight, and her misfortunes, with which the judges expressed full sympathy, made us hope that the prayer of her final petition might be favorably answered, even if the unanimous decree of the full bench of Newfoundland had to be declared incorrect.

But the sympathy of the Newfoundland judges, even when combined with the best efforts of Miss Gaden's lawyers, have been powerless to shake the opinion of the Judicial Committee of the Privy Council. They have not only decided to advise Her Majesty to dismiss the appeal of Miss Gaden, but have emphasized the strength of their judicial minds in rendering this verdict by adding "with costs against appellant."

In our statement of this case (interesting alike to lawyers and laymen, bankers and clients), we, in June last, discussed the question of the extent of the liability of the bank. We now briefly recapitulate the facts of this case, interesting as they must be to savings banks and their depositors. The defendant Savings' Bank is an institution, established by Newfoundland Statute for the purpose of receiving deposits of industrial savings. It is not in any sense a bank of discount, and the interest paid to depositors is limited to three per cent. The plaintiff, Miss Gaden, on Saturday, the 8th day of December, 1894, was desirous of transferring money, then lying to her credit in the Commercial Bank of Newfoundland, to the defendant Savings' Bank, and for that purpose drew a cheque on the Commercial Bank in favour of herself, which cheque was initialled by the Ledger-keeper of the Commercial Bank, and taken by plaintiff to the defendant Savings' Bank. The amount was regularly credited to her in the books of the Bank, and she received a "Depositors' Book" with a credit therein for the amount of the cheque, $3,850.07.

The Savings' Bank did not present the plaintiff's cheque for payment at the Commercial Bank until the following Monday, the 10th of December, when the Commercial Bank refused to honour the cheque, on the grounds that it had that day suspended payment. The Commercial Bank did not resume payment.

The defendant Savings' Bank did not, for several days subsequent to the said 10th day of December, inform the plaintiff that the cheque had been dishonoured on presentation, and it is admitted that, if the cheque had been presented on the day on which it was drawn (Saturday the 8th of December, the day of its delivery to the defendant Savings' Bank), it would have been duly honoured. The plaintiff made demand on the defendant for payment of the amount of the cheque, $3,850.07 and interest, which the defendants refused to pay.

The Judges held that the action was for money had and received by the defendant bank; but no debt from the defendant to plaintiff existed until the cheque had been duly honoured by the bank on which it was drawn. The only relation which the Court found to exist between the parties was that of Principal and Agent—that is that the cheque was deposited with the defendant bank simply for collection. The defendant bank had not negotiated the cheque or allowed the plaintiff to draw against it; they owed the