

hoped for next season. To the north of the silver belt good gold quartz is found, and at the Huronian mine gold exists as sylvanite, a telluride of gold and silver.

Port Arthur, on Thunder Bay, is the natural outlet of this region. It boasts a substantial breakwater six thousand feet long. This affords excellent dockage and perfect protection in most severe weather. The town lies about a mile along the water front and extends about one-half mile back. It comprises many well built brick blocks and hotels, pretty and tasteful dwellings and some handsome residences, to which will be soon added a beautiful red sandstone in a commanding position.

R. R. H.

Port Arthur, Dec. 29, 1887.

RECENT LEGAL DECISIONS.

WALLBRIDGE vs. GAUJOT.—A lease was entered into between W. & G. on the last day of December, 1882, by which G., for a term of ten years, leased from W. "all the mines of ores of iron and iron stone, as well opened as not opened, which can, shall or may be wrought, dug, found out or discovered within, upon or under ten acres square of the north half of lot number twelve in the sixth concession of Madoc." G. agreed to pay \$1.00 per gross ton of the said iron stone or ore for every ton mined and raised from the mine, payable quarterly, on the first days of March, June, September, and December in each year. G. covenanted to dig up and raise not less than 2,000 tons the first year, and not less than 5,000 in every subsequent year, and to "pay quarterly \$1.00 per ton for the quantity agreed to be taken each year. If more was taken each year than the guaranteed amount, the excess was to be applied towards payment of the first quarter thereafter in which more than the stipulated quantity should be taken. It was a term too of the lease that "if the iron ore or iron stone shall be exhausted and not to be found or obtained there, by proper and reasonable effort, in paying quantities," then the lessee was to be at liberty to determine the lease.

G. entered and proceeded to work the mines till December, 1884, when, having taken but 300 tons, he ascertained that the ore could not be obtained in paying quantities, and then notified W. thereof, and of his desire to surrender the lease. G. refused to accept the surrender and sued to recover the unpaid rents for two quarters, all the previous rents up to June 1, 1884, having been properly paid. G. counter-claimed for the rents already paid, on the ground that there was no ore and therefore a failure of consideration.

Held: that as the lease did not provide for any specific form of surrender the act of G. was a sufficient surrender; but that the consideration for the lease had not failed so as to bring it within the class of cases where the subject matter could be treated as non-existent; that W. was entitled to be paid rents accrued, due up to time of giving notice of surrender by G., and G. must, therefore, pay the last two quarters' rent, from June to December, and that G. could not recover back rents already paid. This is a judgment of the Court of Appeal for Ontario.

PARTLO vs. TODD.—In this action recently disposed of by the Court of Appeal for Ontario, P. sought to restrain T. from using the words "Gold Leaf" on the flour manufactur-

ed by him. P. had registered under the "Trade Mark and Design Act, 1879." A trade mark of which the words "Gold Leaf" were an essential feature, and he showed, at the trial, that T. was then using those words to brand his flour with. T. did not represent his flour as made by the registrant. It was proved that these words had been in common use before the registration by P., as well in Ontario as in the lower provinces, on flour sold there by active manufacturers. The Court held that the fact of proprietorship or ownership is a condition precedent of the right to register a trade mark or to obtain any advantage under the Act, and that the mere fact of registration thereunder does not confer the status of owner or proprietor on an unqualified person; and if he has apparently acquired such a right that right may be disallowed. The Court therefore refused the injunction to restrain T. from using the mark, on the grounds that P. had not the status of owner, since the words were in common use before he registered them.

WICKSTEAD vs. HAMILTON.—A. purchased certain lands at a tax sale by the treasurer of a municipality and procured from that officer the usual certificate. After the expiry of one year from the sale W., an assignee of A., demanded the proper deed from the treasurer, the lands not having been redeemed, but did not produce the certificate given to A. at the time of the sale, stating it to have been lost. Careful search had been made by W. among A.'s papers (for A. had meanwhile died) but failed to discover the certificate. The treasurer of the municipality agreed, after some time, to give the deed if W. would deposit with him a bond to indemnify the municipality against loss in case the certificate should turn up afterwards in the hands of a *bona fide* holder for value. This W. refused to do and brought action to compel the treasurer to give him the deed of the property sold at the sale for taxes. Mr. Justice Ferguson held that the treasurer cannot do so without requiring a bond to indemnify the municipality against loss.

INSURANCE ON SPIRITS.

The *Wine and Spirit Review* of Dec. 25th, refers at some length to "current extortionate rates of insurance," charged by the fire companies of the United States on whiskey stored, double proof, as well as low proof.

The aggregate stock in bond on 30th June, for each of the past fifteen years in that country is given and compared with the losses of whiskey by burning. In 1872 the stock was 10,103,000 gallons, and only 28,000 gallons were lost by fire. In 1878, 14,088,000 gallons, and the loss no greater. In 1880, 31,363,000 gallons were in store; in 1881, 64,648,000; in 1882, 89,862,000 gallons, and less than 200,000 gallons burned. By the 30th June, 1883, the stock had got down to 80,499,000 gallons, and of this 396,000 was destroyed by fire. 1884 was the most unfortunate in fire loss, which, that year was 416,609 gallons out of a total of 63,502,000 gallons stored. In 1885 and 1886 the quantity stored had got down to 54 and 58 millions respectively, with fire losses of 109,000 and 181,000 gallons. Out of an aggregate of 554½ million gallons stored in fifteen years, the loss has been 1,874,000 gallons only. Average loss is thus but 34-100ths of one per cent. whereas throughout the middle and western states the minimum price of fire insurance of whiskey is 85 cents per \$100, and ranges all

the way up to \$3 on \$100. At Boston the lowest rate is 50 cents, and at Cincinnati one storage company has got the rate down to 60 cents on first class risks. Meanwhile says the *Wine and Spirit Review*, the German insurance companies are charging but 20 to 25 cents on stocks of exported whiskies, and are seeking business at that rate. In Kentucky, the average insurance is \$1.15 per \$100.

INSURANCE NOTES.

We learn from Halifax that the Acadia Fire Insurance Company has declared a dividend of seven and a half per cent., while the Halifax Fire Insurance Company divides six per cent. These we understand to be half-yearly dividends, and are refreshing to hear of.

From the published list of the year's fires in Halifax, we should judge that city to be singularly exempt from conflagrations. Out of 45 alarms calling out the Fire Department, only half a dozen of the fires were anything serious, most of them being so slight that no insurance claims could be made. Insurance underwriters will no doubt have pleasant returns to send in to their head offices at the close of the year. Halifax must be a garden of delight for insurance companies, for no extensive fires have occurred there since 1861.

Mr. John Kennedy, who was for some years fire inspector and adjuster of fire losses for the Royal Insurance Company, resigned that position about a year ago, to become fire superintendent of the Fire Insurance Association, whose head office for Canada is in Montreal. On the 1st of January, this year, he was promoted to the position of manager of the Canadian Branch of that Company. The association is to be congratulated in obtaining the services of so practical an underwriter as Mr. Kennedy undoubtedly is. His many years' experience "in the field" as an inspector of fire risks, no less than his knowledge of the proper adjustment of fire losses, will aid him much in managing with success the business entrusted to his care. It is too often the case that the management of companies is given to persons who are destitute of insurance training, but who happen to possess influential friends who secure these positions for them, in defiance of their lack of experience. Mr. Kennedy has worked his way up, and given satisfaction in every department of the business.

The late Snowdon Temple, of this city, who died so suddenly last week after reaching his Muskoka farm house, was insured in both regular and society insurance societies. But unfortunately his wife will get nothing from the latter, his assessment being three days overdue at his decease. The assessment notices came so frequently that he generally paid two or more at a time. Life insurance premiums, whether assessment or old line, should be paid promptly, no matter what else has to wait.

Another assessment society is in trouble; The General New York Accident and Relief Association of Ithaca has announced to its members that it is necessary to reorganize under a safer and surer plan, or transfer their membership to some other company. Simultaneously with this announcement it assessed its 1300 members for nine death claims, besides which there is one more claim awaiting proof. The manager of the company says; "Our condition is due to many causes. We have no reserve fund. Our dues are too small to meet proper running expenses, and it has been with difficulty that we have paid death