Tenant's Right to Remove Fixtures.

The old rule that whatever is annexed to the soil must be considered as part of the soil, and as soon as fixtures are so annexed they lose their character as chattels, has of late years been continually modified. The weight of authority grew to be that a tenant may remove trade fixtures, provided he removes them during the term, or if he remains in lawful possession after the term. If a tenant with a right to remove fixtures surrender his term either directly or by operation of law, and takes a new lease the result is that the fixtures are included as part of the property owned by the landlord, and the tenant loses his right to remove. This modification of the rigor of the old law was till recently supposed to temper all leases, whether under the Short Forms Act or not, till the decision on the 29th of October last of Chancellor Boyd in the case of Argles vs. McMath, in which that distinguished jurist startled the mercantile community by adjudging that every tenant who executes a lease in the usual form, or, as it is called by the lawyers, a lease under the Short Forms Act, precludes himself when he has executed such a lease from removing any fixtures put there by him during his term.

Trade fixtures are discribed as shelving, mirrors, gas fixtures, window fixtures, outside awnings, and other articles brought on the demised premises as independent personal *chattels and physically attached by nails or* screws, but not carpets spread with tacks for the purpose of keeping them in place; and if an article is to be considered a fixture, it must be attached to the freehold so as to become a part of it, so that it cannot be severed without doing some injury.

When a tenant signs a lease under the Short Forms Act, it contains the covenants on his part in the words, "and to repair," and "that he will leave the premises in good repair." These apparently innocent words have by the force of the statute an extended meaning, which is best told by quoting the words of the statute itself. The covenant to repair by the tenant is that "he will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises, with the appurtenances, in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected and made, when, where, and as often as need shall be." The *covenant to keep in repair by the tenant is*, that "he will, at the expiration, or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor the said premises hereby demised, with the appurtenances, together with all buildings, erections, and fixtures thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire only excepted."

Chancellor Boyd's view of the law is that, having regard to the extended meaning of these covenants, fixtures erected by the tenant for the purpose of trade cannot be removed at the end of the term, but belong to the landlord; that the rigor of the rule, modified by late decisions, is revived against the tenant who executes a lease containing such covenants as referred to. From this decision an appeal was taken to the Court of Queen's Bench, when that court, of three judges, unanimously came to the conclusion that a tenant, while he is yet lawfully in possession of the premises, under the original lease, has the right, while he remains in possession of the premises leased, to remove trade fixtures, and has a reasonable time in which to do so. To prevent the possibility of the Court of Appeal varying this decision against the tenant, the Legislature should meantime t the matter at rest.—Monetary Times.

World's Coal Supplies.

The following is given as the present coal production of the world on a normal basis:—

	Tons.
British Empire:	
United Kingdom	185,000,000
Australia and New Zealand	5,000,000
Canada	1,000,000
British India	3,000,000
Cape Colony and Natal	200,000
Transvaal	400,000
Germany	74,000,000
France	25,250,000
Belgium	19,500,000
Austria-Hungary	10,250,000
Russian Empire	6,500,000
Rest of Europe (say)	2,000,000
China (say)	1,000,000
Japan	3,500,000
Chili	2,500,000
United States	170,000,000
Total	512,100,000
Add lignite	41,600,000
Grand total	553,700,000

"This," says the Glasgow Herald, "is a very much larger total than most people who have given any thought to the subject will be prepared for, but we are within the mark, as we have not included the unknown produce of French Further India, of Turkey and of Eastern Siberia. But our total is approximate enough for all practical purposes, and it shows that the United Kingdom now only *produces about one-third of the coal supply of* the world."

Population Estimates.

According to computations by the Actuary of the Treasury at Washington the population of the United States will reach seventy millions during the coming year. In making his calculations Mr. McCoy practically follows the same method as his predecessor, which resulted in an estimate of the population at the date of the last census greater by nearly 2,500,000 than was reported by the census enumerators. There is little doubt that this estimate was nearer to the fact than the result of the actual count, but the census figures are taken as the official statement of population on June 1st, 1890, and the following is the Actuary's estimate of annual increase for the decade:

1890	62,622,250	1896	71,263,000
1891	64,002,000	1897	72,807,000
1892	65,403,000	1898	74,389,000
1893	66,826,000	1899	76,011,000
1894	68,275,000	1900	77,676,000
1895	69,753,000		

Although accepting the census figures for 1890, the estimated annual increase is at a more rapid rate than would be assumed if the accuracy of the census returns was unquestioned, and the estimated population for later dates is doubtless nearer the facts than for the census year. According to the method of computation followed in these estimates the population of the United States is now just about twice as large as at the close of the civil war.—N.Y. Journal of Commerce.

A vast amount of damage is done every year to the various crops by insects and fungous diseases. A bulletin has recently been prepared by James Fletcher, botanist and entomologist of the Central Experimental Farm, giving full particulars of the treatment for all fungous diseases, and also instructions regarding the destruction of all kinds of insects. This is a very valuable pamphlet and it should have a large circulation, as it is of interest to every cultivator of plant life. Copies we believe will be sent free on application to the Experimental Farm, Ottawa.

Wasteful System of Handling Wheat.

There has been considerable discussion at one time and another upon the subject of the use of sacks in handling grain in this state, instead of the elevator system in use in all the other wheat-growing sections of the country, both in the Mississippi valley and the far Northwestern states, writes a correspondent in Californian. Various arguments have been advanced for the abandonment of this *antiquated and necessarily expensive practice*, but the present time affords two cogent reasons which do not appear to have been touched upon in the course of the argument.

One of these reasons is apparent to any one with merely ordinary powers of observation who will take the trouble to pay a visit to Port Costa, where the bulk of the wheat crop of California is put on shipboard for export. Here will be found many miles of side track upon which have been held for longer or shorter periods many thousands of cars loaded with wheat. These tracks will also be found to be almost literally ballasted with wheat for hundreds of feet. The bright grain lies in great patches and in continuous beds sometimes an inch or two in depth. It covers the space between the rails and lies in masses in the drainways between the various tracks. During a rain-storm recently I had occasion to pass through the place referred to, and the waste of wheat that was noted in passing was simply appalling. How so large a quantity *of grain could be thrown away does not seem* apparent. Certainly no ordinary handling of the sacks while in transit could account for it.

But however it may have been caused, the loss is apparent to all, and is particularly of interest to the farmer who is called upon to bear it. It would be well worth the trouble of visiting the place, and a more powerful argument against the use of sacks could not be found than the mute one of the thousands of pounds of wasted wheat lying in and about the yards at Port Costa.

Still another argument is furnished in the damage that is often done to wheat which is left lying in the field or near the railroads in the interior awaiting shipment, which has been delayed because of the lack of cars for handling the unexpectedly large crop which has been harvested. Were not the sack system in universal use here, elevators would have to be provided by the railroad companies, as is done in all the western states, and the grain would thus be held secure from damage while awaiting shipment. All loss from bursting sacks would also be avoided, and there would be no such sights as that often presented at the Port Costa yards.

The above is what a California correspondent thinks of hauling wheat in sacks, yet some agitators in Manitoba who pose as friends of the farmers, condemn our elevator system.

Winnipeg Clearing House.

Clearings for the week ending May 16 were $952,733, balances, $205,809. For the previous week clearings were $880,921 For the corresponding week of last year clearings were $707,591. For the month ending April 30, clearings were $3,093,079, as compared with $2,958,886 for April of last year.

Following are the returns of other Canadian clearing houses for the weeks ended on the dates given:

	Clearings.	
	May 9.	May 16.
Montreal..	$12,060,006	$12,208,813
Toronto...	6,310,147	5,881,553
Halifax...	1,366,972	1,090,193
Winnipeg.	1,018,212	889,921
Hamilton.	677,277	576,217
Total	$21,462,612	$20,610,757