

—springs from various sources. Lawyers, as a class, have found it to operate adversely to their interests. Formerly, all the various stages of a law-suit, the issue of the writ, trial, judgment and execution were gone through in the case of each defaulting debtor, yielding a respectable bill of costs; now those fees have been largely supplanted by percentages and expenses allowed to assignees for winding up the estate. The issue of a writ has become little else than the forerunner of an assignment, at which point the case passes out of the lawyers hands.

If merchants are inconvenienced by the loss of the bankrupt law a large share of the blame lies at their own doors. Creditors have been too much in the habit of treating the release of their debtor solely as a matter of business. The custom has been to make him disgorge all he would yield, and then cast him aside like a squeezed lemon, regardless of his past conduct or future course; it matters not if he has set the decalogue at defiance and earned for himself the penalties due to fraud, falsehood and theft, he is white-washed and set free on the same terms as if he were honest but unfortunate. We do not forget that this is strong language; nor shall we fail to justify it if called upon for the proof. Names, dates and places can be readily furnished; cases not uncommon or exceptional can be cited in corroboration. It cannot be successfully denied that men have been set up again in business, and not one hundred miles off, who are nothing if not proved tricksters, *being caught in the act* of defrauding their creditors. If the greed of gain has so powerful a hold on some of our merchants that they will give a proved rascal their endorsement by starting him afresh and giving him credit, there is no reason for surprise if society demands in self-protection some remedy for so intolerable a state of things. It is considered in many quarters that the law as administered is a school for unlearning morals, where the highest rewards belong to the cleverest rogues; where one of the first lessons is "Owe no man anything"—if you can wriggle out of payment; tell your creditor "I have nothing to pay with" and get his debt discharged when the money is lodged in a bank or hid away with a relative; squander your money on fast horses, drink and cards—then hang down your lip and say "I was unfortunate;" lounge about and keep no books, or destroy them at the last moment and plead "I lost largely by bad debts." Practices which so directly reverse every recognized moral code are not to be lightly treated; they are *not* matters of business; they undermine the very pil-

lars of our social life, and tend to degrade the pursuits of trade to that low level where honest men would wash their hands of it. Let merchants understand that in conceding to them the power to absolutely release a debtor from all legal obligation to pay his debts—a privilege granted to no other class but traders—it was not the intent to affirm it to be an unsound principle that "a man is bound to pay his debt." The object was to disenfranchise many honest but unsuccessful men from a life-long bondage the only escape from which was by expatriation. Since the power thus granted has been grossly abused to the detriment of society those who have so abused it need not complain if the trust is recalled by the authority that gave it.

While we are convinced of the wisdom of a bankrupt law and desire its continuance in an amended shape, we are glad to witness the strong mark of censure upon the practices attending it which is implied in the action of the House of Commons. Our experience has demonstrated this truth, that a bankrupt law without proper checks and efficient administration is at least a questionable good if not a manifest evil.

**WESTERN ASSURANCE COMPANY.**—We cannot doubt that the shareholders of the Western are grateful beings, if not they ought to be. It has been their good luck to draw 15 per cent. dividends for some time past, and now the agony is piled on in the shape of a \$40,000 bonus. How this is done, and the position of the stock, is well explained in the circular published elsewhere. It is satisfactory to know that the Company's affairs are in a shape to justify such liberality, without impairing in any respect the security of the public. We wish the shareholders "many happy returns," and to that end all that is necessary is a continuance of the present successful management.

**BANK OF HAMILTON.**—The residents of the "Ambitious City" are to have a Bank on their own account. The proposed capital is \$1,000,000 in 2,000 shares of \$500 each. The project starts under favorable auspices, being supported by many of the best business men in the city, and ought to succeed. How strong is the Provisional Board will appear from the following list:—Donald McInnes, John Winer, Edward Jackson, Edward Gurney, James Turner, J. M. Williams, M.P., D. B. Chisholm, Mayor, Denis Moore, Hon. Samuel Mills, Senator, Chas. Magill, M.P., John Stuart, A. T. Wood, Edward Martin, Anthony, Copp, A. Harvey, John Harvey, James Watson, all of Hamilton, E. Hyman, London and Jacob Hespler of Hespler.

—An agency of the Royal Canadian Bank is to be opened at Welland village.

## FIRE INSURANCE FACTS, AND THEIR LESSONS.

It would give us pleasure to be able to speak in congratulatory terms as to the operations of our fire insurance companies, instead of laying ourselves open to the charge of captiousness, by seeming to depreciate their annual exhibit. If the figures would justify words of approval, it would be our pleasure to utter them; but the stern logic of facts is that by which we must abide; the lessons they teach it would be folly to conceal, because in this as in most other cases, ignorance is not bliss, and it is not folly to be wise. If our fire insurance transactions have been unprofitable and unfortunate, it is well to know it in order to seek for and apply a remedy. It would be useless to prescribe for the patient without first having a careful diagnosis of his complaint. We have been at some pains to dissect the statements presented in our columns from year to year, as compiled from official returns. It is impossible, owing to defects in the returns, to go back more than three years; the figures for that time have been carefully scrutinized, and the following results deduced:

Result of General Fire Insurance business done in Canada in the years named:—

1869.

Total premiums received by Companies doing a general Fire Insurance business throughout Canada.....	\$1,739,856.22
Amt. of losses paid ..	\$962,090.76
" " in sus- pense .....	130,089.62
Amt. of losses resisted .....	75,056.26
	1,167,336.84
Expenses say 25 p.c..	434,947.06
	1,602,210.90
Surplus	\$137,685.33

1870.

Total premiums received.....	\$1,785,043.01
Amt. of losses paid.....	\$1,424,171.93
" " in sus- pense.....	286,724.69
Amt. of losses resisted.....	45,961.66
	1,756,858.28
Expenses say 25 p.c.	440,260.75
	2,203,019.03
Deficiency	\$418,076.02

1871.

Total premiums received.....	\$2,101,662.00
Amt. of losses paid.....	\$1,489,678
" " in sus- pense.....	121,228
Amt. of losses resisted .....	23,029
	\$1,633,936
Expenses say 25 p.c....	525,416
	2,159,351.00
Deficiency	\$57,689.00

It would be difficult to find much comfort in the above. While last year was not as bad as its predecessor, it was, as we