

American rivals would, if they could, subject them to exceptional conditions, or even rule them out of the race altogether. For this they have been striving, but New England and the Great West put an effective veto on the attempt. When the proposed amendments to the interstate law come before Congress, the American railway kings will have powerful representatives in the committee room and the lobby. The public voice has declared in advance that the Canadian railways are not to be shut out for the benefit of their rivals. It is probable that an attempt will be made to impose exceptionally onerous conditions upon them, but it is not certain that it will succeed.

#### FIRE WASTE AND INSURANCE.

If asked who is responsible for the enormous yearly waste of property by fire in Canada, and who pays for it, most persons would probably reply: "Our neighbour's carelessness, not ours, is responsible; and the insurance companies pay most of the loss." The answers are not the true ones in either case. It has already been shown in these columns, and we are glad to find it repeated in the important address on fire waste by Mr. Frederick Wyld at the Hamilton Convention, that the money which pays insurance claims comes out of the pockets of insurers in the shape of premiums, and is not the capital of companies. Therefore, since the people at large pay the piper, the people at large should be roused to take every means to lessen the fire waste, in doing which they reduce the cost of insurance.

In the course of his paper, Mr. Wyld, who is a wholesale merchant of long experience, gave some practical hints to his brother merchants about their insurance contracts and means of fire prevention, closing with the quotation of the Atlanta, Georgia, fire ordinances, of which we have given a partial list and which we shall shortly give in full.

"The merchant who neglects to scrutinize his insurance policies, to see that they accurately describe what it is intended to insure, is guilty of gross injustice to himself and his creditors," says Mr. Wyld. And yet it has often been found that this important contract, concerning protection from fire, "had not even been opened by the recipient until a fire had occurred; and then it was discovered that in consequence of this neglect the policies were non-concurrent and property inaccurately described, entailing delays and compromises to avoid litigation, and a serious loss to the interests involved." Every underwriter knows how true this statement is; and the words negligence and gross injustice are not too strong under the circumstances. Another matter of moment is that every applicant for fire insurance should give an accurate description of his premises and the class of goods to be insured. This description should be clearly expressed in the policy, which is the legal document or contract given by the insurance company. Not only this, but any al-

teration of premises, removal, or change in merchandise, should be at once specifically endorsed on the policy and assented to by an officer or agent of the company.

The prudent merchant will maintain insurance protection to the extent of seventy-five per cent. of the value of the property insured, says the paper in question, "and not to do so up to this percentage, when a disastrous fire would cause creditors' interests to suffer, should be looked upon as criminal negligence." This is a strong term, but we shall not quarrel with it. It is assuredly true that the man who underinsures sins against himself as well as against his creditors. Annual stock-taking and the keeping of the stock book in a place of safety, where fire cannot destroy it, is properly urged on all merchants and manufacturers, not only as a business duty, but in order to facilitate the adjustment of a fire loss, should one occur.

Is any one disposed to believe that the frequency of fires in Canada and the United States is a matter of fatality or dire necessity from which there is no escape? More than half of them are our own fault. A careful estimate of the origin of fires on this continent shows that over sixty per cent. of the whole number arise from preventable causes. Greater care, order, and cleanliness in warehouse and factory, dwelling and office, are needed. It appears from the official report of the New York fire commissioners that sixty-four per cent. of the fires in that city have been extinguished by pails of water. Does this not indicate the prudence of placing such simple appliances on each floor of every mercantile building? It is the duty of every man and woman to take part in reducing as frightful a fire-waste as \$8,000,000 a year.

#### ECHOES OF THE MERCHANTS' CONVENTION.

The business men of Seaforth held a meeting last week to hear the report of the delegates sent from that town to the Convention of merchants at Hamilton. These delegates, Messrs. G. Good and J. Brownell, submitted a report urging the formation of a Business Men's Association for Seaforth, a project upon which the local merchants are to be canvassed. The idea is to form this one under the auspices of the central one. Its objects are to promote the growth of the town and its trade; to foster commercial integrity in the community and to promote social feeling among business men; to take concerted action in matters where the general good of business men is concerned and where individual effort is powerless; to prepare a list of delinquents who abuse the confidence of business men and evade the payment of just debts; to compel the peddler to assume a part of the burden borne by the merchant.

In Guelph, the Retail Grocers' Protective Association discussed the disposal of bankrupt stocks and other questions which had been mooted at Hamilton. The following suggestion was made, viz.: That the wholesale trade should form themselves into a joint stock company, having depots at, say, London, Hamilton, Toronto, and

Montreal, for the receipt and disposal of bankrupt stock within the district containing said depot. That valuers be appointed and the stock valued and at once removed to the depots, there to be placed in the different departments and offered to the retail trade at such prices as the condition of the stock may warrant. It was resolved to bring this proposal to the notice of the wholesale trade. As to length of hours, it was resolved to request the clergy of the city to impress upon their congregations the desirability of making their purchases earlier in the week, so as to obviate the press of business and late hours on Saturday night.

Elsewhere will be found a letter from a merchant in Detroit who tells with great frankness the troubles that afflict the just and competent merchant over there. He is anxious to find a cure for some of the business evils described, and looks with interest for the outcome of the Convention at Hamilton. In a private letter which accompanies his communication he says that "legislation cannot cure the troubles, civic repression or class coercion will not cure them."

How small, of all the ills that men endure, The part that kings or laws can cause or cure! The relief must come from sustained voluntary action of the parties directly concerned. These parties, I take it, are the merchants themselves."

"Goods are now sold largely by sample at the hands of an army of commercial travellers; and I fear that sometimes sales are pushed unduly. I have been a 'drummer' myself and know how it goes." "Too often the man of \$300 or \$400 capital can get thousands of dollars worth of goods on credit." So said the Mayor of Hamilton, and he made no mistake.

"If Canadians would only spend half the time they devote to wrangling over useless political questions to trying to understand the principles of business, there might be some hope for improvement." This from Mr. Wm. Galbraith, of Rat Portage, and his pluck is to be admired. There are many who think political and municipal wrangles, wire-pullings, and the rest of it are responsible for a vast waste of time, but few venture to say so.

#### IMPRISONMENT FOR DEBT IN NOVA SCOTIA.

The law relating to imprisonment for debt heretofore in force in the Province of Nova Scotia differs radically from the present law in the Province of Ontario and in other distinctively English-speaking countries. Under that law any judgment debtor can be arrested and put in gaol in default of goods to satisfy the judgment. This is, of course, subject to provisions allowing the debtor to apply at once for his examination with a view to a release. An appointment for such examination is then given and forty-eight hours' notice thereof given to the creditor. On such examination, if nothing is discovered showing any fraudulent dealing in connection with the incurring of the debt, the debtor is discharged. If, on the other hand, fraud is proved, the Commissioners have power to commit the pris-

oner to gaol for year.

This will still being in direct presumption upon in modern law is to accept *facie* evidence the arrest of the party arre of such fraud his liberty. The original legislation in ability to pay ed as a crime since compelled theories. If a haps, go to the however, of the opinion in reference surprising the bring the law money with m

At the last that province to materially adopted by the however under brought up the next session, body, it is like

Under these the proposed interest to our to our content for the full to ment and son The new law solidate all and alter the ing the credit before being instead of h first instance debtor. It shall be arre unless a crec a *prima facie* fraud has be order for arre

The groun be substanti thus set out

(a) That t believes, and that the jud the province creditors gen ticular, and lost unless a his arrest.

(b) That sessed of me ment and a refused to p

(c) That t of the judg tracted, or from the cr that any occurred in

(d) That occurred wi his property

(e) In ca damage wa