

Davey, which were unsatisfactorily answered; that they had learned that the contents of the Supreme treasury had dwindled to \$100,000, and that they would apply for an injunction at once to head off other injunctions. Another telegram stated that the injunction previously issued against the treasury had been dissolved.

The meeting got into a lively row over the subject of selling certificates, some of the loudest speakers warning certificate holders to hold on, while others thought it would be best to sell to brokers who are offering 50 cents on the dollar. A collection of money was made to defray the expenses of the Boston investigating committee. Mr. Parker stated that \$500 was wanted, less \$142 that had been raised at a previous meeting. This looks remarkably like throwing good money after bad.

A CHATTEL MORTGAGE CASE.

A case which seems to offer good ground for contestation is described to us as follows. A retailer at Shakespeare, Ont., named E. A. Cairncross, gave, in the spring of 1891, a chattel mortgage upon his effects for a large sum to a London firm, and also assigned another similar instrument to the same parties. Neither of these was registered, and yet his estate has been foreclosed under power of these mortgages, and his creditors, other than the firm referred to, are left looking for a dividend. Now the Ontario Act relating to sales and mortgages of personal property distinctly states that such instruments as those described above, if not registered, are void as against creditors. It is therefore clear that an injustice has been done in the premises.

A letter from the Registrar of Perth County, dated 21st December, 1891, says: "There is only one chattel mortgage here against E. A. Cairncross, and that is one for \$1,150 to a man named Holwell. This mortgage has never been assigned to any one—at least so far as the records here show." According to law, then, which we quote herewith, the security of the London firm is void. The Statute says, R.S.O., Cap. 125, Sec. 4:

"In case such mortgage or conveyance and such affidavits are not registered as hereinafore provided, the mortgage and conveyance shall be absolutely null and void as against creditors of the mortgagor, and against subsequent purchasers or mortgagees in good faith and for valuable consideration."

It remains for the other creditors to say whether they will contest what appears to us clearly an unjust preference obtained temporarily at their expense in the present instance.

A NEW GAME OF DRAW.

The imitative ingenuity of the Oriental has been exercised in British Columbia in organizing a new-fangled loan association. Doubtless Mah Hee, who was arrested a few days ago in Victoria, had heard of the endowment features of the loaning concerns so plentiful in the States and Canada, and was bound "to go one better," or else he was putting into practice some of the financial lore of the flowery land, for he proposed to have drawings every four weeks.

Being charged in the Police Court with obtaining money under false pretences from a fellow-countryman, Yee Lee, who said that the prisoner procured \$15 from him under pretence of organizing a loan society with drawings every four weeks, Mah Hee was put on trial. A prospectus written in Chinese, on pink paper, was handed in as evidence, says the *Columbian*. Mr. Gaynor, who appeared

for the plaintiff, asked Mr. Cumyow to translate it. It gave eleven names as stockholders at \$15 each. The plaintiff expected to make the neat little sum of \$2 a month interest on his \$15, but the "bank" burst from some cause unknown to him, before any drawing took place, and all the other shareholders received back their money but himself. Mah Hee claimed that he had never got any money from the plaintiff, and he could bring a witness to prove it. Plaintiff, on the other hand, said he could produce witnesses to show he did give money to Mah Hee.

His Honor said it looked like a swindling scheme to get money from the plaintiff, but thought it a case for civil action. The case was finally enlarged.

LEGAL NOTES.

A case of considerable interest to grain buyers and farmers was heard before his honor Judge Dartnell and a jury at the last Pickering court. The plaintiff was Mr. Algar of Pickering, Ont., and the defendants, W. D. Matthews & Co., grain dealers, of Toronto. The plaintiff had about 1,200 bushels of barley to sell and carried a sample to the defendants, who graded it, bidding at first 42 cts., and at last offering 47 cts., upon which Algar went away saying, "I'll see about it." The same afternoon he delivered a load and continued to deliver daily until the whole 1,200 bushels were received into the defendant's warehouse. On settling the plaintiff was only allowed 40 cts., the market rates at date of last delivery, and sued for the extra 7 cts. The barley graded equal to the sample. His honor instructed the jury that the words used were neither an acceptance or refusal of the offer; that the acceptance need not be in words, and should be made within a reasonable time, and left it for them to say whether the grain was delivered promptly in acceptance of the offer, or whether it was taken in store merely, to be settled for at market price, as was contended for by the defendants. The jury found for the plaintiff the full amount. A new trial was moved for, which was refused on the grounds that the case was eminently one of the jury, that it could not be said to be against law, or evidence, and that no doubt the jury thought that if the defendants' grain buyer was only taking the barley in store, he could have so expressed it upon the face of the grain tickets, and no misunderstanding would then be possible.—*Chronicle*.

FIRE INSURANCE COMMISSIONS.

A very significant step has been taken by the fire underwriters of New York and New England, and one which is not without interest for their Canadian brethren. It has been decided, we learn on the authority of the *Commercial Bulletin*, to put into effect to-day a 15 per cent. agency commission agreement, which will cover the New England States, New York, Pennsylvania, Delaware and New Jersey. But the following cities are excepted from its provisions: Boston (and its suburbs), Providence, New York city, Albany, Buffalo, Philadelphia, Pittsburg (and Alleghany) and Newark. This is termed "an old-fashioned, dyed-in-the-wool, copper-riveted, flat, 15 per cent. agreement, with no contingent or other similar features." In the agreement are all of the Hartford, Philadelphia, Providence and Newark regular agency fire insurance companies, every English company but one, and all of the New York companies but

two. The meeting is described as a very harmonious one. All existing arrangements conflicting with the agreement must be cancelled on January 1, 1892.

In the opinion of the *Bulletin*, "No such sweeping reform has been agreed upon by fire underwriters for many years, and it will be far reaching in its effects. In the long run it will be beneficial to the better class of local agents, as it will check the rush of novices into the agency business, invited by large commissions. Then, too, local agents have found that a majority of the high commission companies go to the re-insurance shambles usually, thus putting an agent's expirations in the hands of his rival across the street, who has the commission of the gobbler of the retiring company. The move is a most important one, and seems certain to bring forth handsome results."

THE LATE WILLIAM CASSILS.

The death of William Cassils has occasioned keen sorrow to many all over Canada, for he had friends and admirers in every province. A friendly, generous man, willing rather to say a kind word or do a good deed than to find fault or to calumniate any fellow mortal—a sunny nature, looking for sympathy as well as anxious to give it—a just man, too full of the milk of human kindness to be meanly censorious—his was one of the personalities who remind us that while "on this earth everything changes, good sense and a good heart are the only things that remain unchanged." And well for us that these are of the things that remain. The memory of such men is fragrant; their example blest.

Mr. Cassils came from Scotland almost fifty years ago, having been born in Stirlingshire in 1832. Coming to Montreal in 1851, he took service with the Montreal Telegraph Co., becoming successively manager at Quebec, superintendent, and later, when he had removed again to Montreal, a director of that company. Having been some years a member of the firm of Cassils & Cameron, he next became president of the Canada Central Railway. For the past ten years his was a busy life: President of the Federal Telephone Co., of the Dominion Transport Co., and the Montreal District Telegraph Co.; a director of the Windsor Hotel Co., as well as of various financial and social concerns, and Canadian agent of the Glasgow house of Wm. McLaren, Sons & Co., his working hours were well filled. But on the social side of his nature, his cheeriness and suavity made him a delightful guest and a model entertainer. There was something sterling about Mr. Cassils, too; no mere *bonhomme* could have attracted the esteem and love of so large a gathering of Montreal's best people as were seen around his coffin. He died on Christmas Day.

—The new duties which Newfoundland imposes upon Canadian products entering her ports are as under, compared with those formerly levied:

	Old Duty.	New Duty.
Flour, per bbl	\$ 30	\$1 05
Pork, per bbl	1 75	2 50
Butter, per 100 lbs.	3 00	3 75
Tobacco, per 100 lbs., 5 per cent. ad val. and	20	25
Kerosene oil, per gal.	06	11
Cornmeal, per bbl.	25	50½
Hay, per ton, 20 per cent. ad val. and	5 00
Oats, per bushel.	05	15
Potatoes, per bushel.	05	30
Turnips, per bushel.	10	35
Cabbages, per 100	2 00
" per doz	64