

blowing, was piled up in drifts that stopped traffic, except on sections of the street car routes. The Company deserves great praise for their vigorous effort to keep the tracks open, which was done at an enormous outlay. Old citizens say the storm was nothing like so severe as one 25 years ago, but distance of time is apt to act like a magnifying glass.

While alluding to the Street Railway Co.'s troubles, caused by the storm, a word of protest will be in order in reference to the excessive speed with which some cars are run. An accident occurred last week by which the proprietor of this journal and a party of friends were placed in imminent danger owing to a street car being propelled at the speed of a fast train. Happily his injuries were confined to abrasures of the skin, these, and a severe shaking, however, are no slight matters. If street cars are to be run at 40 miles an hour along public streets the question of placing fence gates at crossings will have to be considered.

The escape of two condemned felons from a gaol in the United States by the assistance of the Governor's wife, who had fallen in love with one of these villains, opens a grave question in regard to prison discipline. It also suggests thoughts about the entrance of women into the sphere of public life. Obviously the Governor was most blameable for allowing his wife to have any intercourse with the prisoners in his charge. It led her into crime as a party to prisoner's escape from jail; it caused the violent deaths of two prisoners by being shot by police officers; it brought her to death's door; and, probably, will cause her to be locked up in a cell. There is a well-known precedent for a governor's wife conversing with a prisoner, but the story is not favourable to the practice, nor to her reputation.

THE PRESIDENT OF THE HALIFAX BOARD OF TRADE in his annual report says: "Nova Scotia can congratulate itself on one of the most prosperous years in its history."

THE FIRE AT MEMPHIS, by which two adjoining buildings with their contents were destroyed, is exciting great surprise as they were considered first class risks. They were constructed of metal and brick, and so isolated that fire in one was not regarded as a danger to the other. They were protected by watchmen and private fire apparatus, yet the plant was a total loss. Amongst the companies interested were: The Phoenix, London, \$10,000; the Royal, \$7,500; Queen, \$9,000; Imperial, \$7,250; Hartford, \$5,250; Liverpool & London & Globe, \$4,500; Manchester, \$4,000; Atlas, \$3,500; Commercial Union, \$3,500. The loss is estimated at \$235,000. The underwriters will increase rates 50 per cent. unless the city's fire protection is improved.

RECENT LEGAL DECISIONS.

LIFE INSURANCE IN FAVOUR OF A STRANGER.—One, Sanderson, an Englishman, in 1850 took out a policy of insurance on his own life with the Scottish Equitable "for behoof of Miss Stiles." The policy read that Miss Stiles, her executors, administrators and assigns were to be entitled to receive on his death the insurance moneys. Two years afterwards he went through the ceremony of marriage with the lady, who was his deceased wife's sister, and she died in 1890. He died in 1900, having paid the premiums up to the time of his death, and the policy always remained in his possession. The insurance, amounting to about \$4,000, was paid into Court by the Company, and proceedings were taken to determine whether the fund should be paid out to Sanderson's executors or to the personal representative of Miss Stiles. Applying the principle that "if a purchase be made by one in the name of another, the presumption is that the latter is a trustee for the person who pays the money, unless the parties stand in the relation of parent and child." Mr. Justice Joyce of the English Chancery Division, was of opinion that, although the legal personal representative of the lady was the person legally entitled to receive the money, yet in equity the money belonged to the executors of Mr. Sanderson. (*In re* a policy No. 6402 of the Scottish Equitable Life Assurance Society, 18 Times Law Reports, 210).

AMALGAMATION OF INSURANCE COMPANIES.—A recent deliverance of the English Justice Mr. Swinfen Eady of the Chancery Division, refers to the transfer of the business of the Universal Life Insurance Society to the North British and Mercantile Insurance Company. Notice that an application to the Court would be made to sanction and confirm the transfer had been sent to each policyholder of the transferred Company. Between the time at which these notices had been sent, and the hearing, other policies were taken out by parties who had no notice of the application. It was held that it was not necessary to send notices to these new policyholders. (*In re* Universal Life Assurance Society, 18 Times Law Reports, 198).

FOR BANKERS.—An English curate, requiring money to cover the expense of his removal to another parish, signed a blank stamped form of promissory note, and handed it to an acquaintance named Anderson. The latter was authorized to fill it in for £15, and to make it payable to himself, so that he might borrow £15 for the curate. The blank form was negotiated sufficient to cover up to £75. Anderson wrongly filled in the name of a money lender as payee and the amount as £30, and then handed it to the lender, who in good faith and without notice of the fraud, gave him a cheque for £25 payable to the order of the curate. Anderson next forged the curate's endorsement on the cheque and cashed it, applying the moneys for his own purposes. The money lender then sued the curate upon the note. The English Chancery Division, upon appeal from the Newcastle County Court, agreed with the latter court, that the lender could not recover on the note, as it had not been "negotiated" to him within the meaning of the proviso to Section 20, of the Bills of Exchange Act, the lender being the payee of the note; and that the word "negotiated" means transferred by one holder to another. Section 20, of the Canadian Act is the same, and governs the delivery of blank bills and *Cheques*, with the signature only attached. The proviso reads:—"If any such instrument after completion, is negotiated to a holder in due course, it shall be valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up within a reasonable time and strictly in accordance with the authority given." The following rule for construing the Statute is also laid down:—"The Bills of Exchange Act is now the Code of Law on the subject, and in cases where it differs from the old law it prevails over the old law. But if the words used in the Act are fairly capable of being construed as meaning the same as the words used by judges previously to the Act in stating the law, it would be right to give them that meaning, in the observer of anything to indicate a clear intention of the Legislature to alter the previous law. (*Herdman v. Wheeler*, 18 Times Law Reports, 190).