

return of his premium of \$640, and got it, with all the costs of the prolonged action as well.

Policy architects in the life assurance business are never idle for long. The National Mutual Life Assurance Society introduces a valuable alteration in partnership policies this week. Henceforth its policies of this kind can be converted into individual policies upon the written request of both parties. A slight addition to the ordinary premium secures this very advantageous offer. For instance, two men holding a joint policy for \$25,000 can have it turned into two individual policies, for the same rates the men would have had to pay had they taken separate policies from the first.

The venerable Atlas Assurance Company shows a perpetual increase in net premium year by year, although new business tends to diminish. The net premiums in 1889 amounted to \$973,660, of which losses took 57.8 per cent., and expenses \$31.1 per cent. Ten years later they have risen to \$2,080,145 with losses at 62.8 per cent., and expenses at 34.4 per cent. Ninety-nine was nearly as nasty a corner to turn as ninety-three.

RECENT LEGAL DECISIONS

PRIORITY BETWEEN BANKERS AND A CUSTOMER'S ENDORSER.

In June, 1898, a customer went to the Leicestershire Banking Company and obtained an advance of £450, and gave them as security a promissory note for that amount signed by himself and his father-in-law. Before this the son-in-law had received other advances from the bank, and had given them as security the title deeds of four houses, along with a memorandum of deposit which set out among other things that the title deeds were to constitute a continuing security in favor of the bankers, covering all sums then due or thereafter to become due. At the time he signed the note the father-in-law did not know of the previous securities given by his son to the bank. It thus appeared that, as between the bankers and the father-in-law, there was no contract of suretyship; but as between the father and son the former signed the note merely as surety, and the bank's manager had notice of such fact. About a year later the bank made further advances to the son, to the extent of £500 against the same securities which were still in their hands, and after this the son became insolvent and the bank sued the father-in-law for the amount of the note and interest. The defendant did not dispute his liability upon the note, but contended that the further advances made by the bankers after the date of the promissory note ought not to be repaid out of the securities until he had been recouped the amount of the promissory note, and he claimed that, on payment by him of the £450 and interest, the bankers should assign to him the securities held by them, until he obtained payment thereout of the amount so paid by him.

Mr Justice Mathew, in giving a judgment against the bankers, said that the question of principle upon which he had to give his decision was whether the defendant had priority over the bank in respect of the subsequent advances made by them. It was agreed that there was no contract of suretyship between the bank and the endorser. But it was argued on behalf of the endorser, that no contract of suretyship was necessary. It was said that an equity arose from the fact that the bank's manager had notice that, as between the father and son, the son was primarily responsible. It was said that such notice was sufficient to give rise to the defendant's claim. It is clear that the obligation of a creditor is the same, whether the surety knows of the existence of a security in the creditor's hands at the time he enters into the contract of suretyship or not. The surety is entitled to the benefit of any security existing at the time of the contract of suretyship, or subsequently given, and the endorser has, therefore, priority over the advances the bank subsequently made to their customer, 16 Times Law Reports 317.

FIRE INSURANCE.

In two actions against the North Waterloo Farmer's Mutual Fire Insurance Company, Chancellor Boyd, of Toronto, has dealt with the question of vacancy as follows:

Whereby a condition in a fire policy on a dwelling house, any change material to the risk shall avoid the policy, the fact of the

premises being unoccupied and vacant does not constitute a breach of the condition.

A condition in a policy, that "if the premises insured become untenanted or vacant, and so remain for more than ten days without notifying the Company . . . , the policy will be void" is a reasonable condition, and the word untenanted must be read as synonymous with unoccupied.

Where the occupant of a house left it for several weeks, but left the furniture and clothing therein while a person went there to feed the pigs and chickens and water the flowers, and on two occasions the insured's husband slept in the house, it was held that the house was untenanted and vacant within the meaning of the condition. *Bordman vs. North Waterloo Farmer's Mutual Fire Ins. Coy.*, 20 Canada Law Times 176 and *Sprahr vs. do*, p. 177.

STOCK EXCHANGE NOTES.

Wednesday, p.m., April 25th, 1900.

The market has again relapsed into a condition of extreme dullness and stagnancy, owing to the fact that money has tightened up somewhat over the end of the month. The monetary situation is difficult to understand, seeing that funds are plentiful in New York at 2 1/2 per cent.

The ruling rate locally is 5 1/2 per cent., and under ordinary conditions money would flow this way, but presumably the Canadian banks have not a great deal of money loaned in New York on the security of stock collateral, otherwise rates would be more equal in the two centres.

Money has also hardened somewhat in London, the discount rate being 4 1/8 per cent., and the contango at the fortnightly settlement averages about 6 1/2 per cent. for Americans. As Sterling Exchange has advanced to a point at which gold shipments can be made at a profit it is altogether likely that export will result immediately. This movement has, no doubt, been anticipated in New York, so that a disturbance there on this account need hardly be looked for, while, on the other hand, the receipt of gold is almost certain to ease matters in London. The collapse in New York, due to the manipulation of the Steel and Iron stocks, which brought about great irritation and unrest for a few days, has apparently come to an end, and the outlook is now for better prices in the New York market.

The quotations for money at continental points are as follows:—

	Market.	Bank.
Paris	37-16	3 1/2
Berlin	4 1/2	5 1/2
Hamburg	4 1/2	5 1/2
Frankfurt	47-16	5 1/2
Amsterdam	3 1/2	3 1/2
Brussels	4	4
Vienna	4 1/2	4 1/2
St. Petersburg	5 1/2	6

* * *

Canadian Pacific has fallen 1 1/4 points, the closing sales being at 95 3/4. The decline is in sympathy with the ease manifested in the other railway stocks in London and New York. The earnings for the third week of April again show a handsome increase, amounting to \$73,000, and the stock must sooner or later respond to the splendid position in which the Road now stands, owing to the large earnings.