

it has been proposed that the State of New York should make a gift of its canals to the United States if the latter would undertake to enlarge them. Such a gift would be rather a costly one to the recipient, and is not likely to be accepted. The existing prohibitions of the State constitution as to expenditures on these canals, will probably, unless speedily removed, lead to their being altogether closed. At present, however, a committee of the Legislature is engaged in considering the latest scheme, that of making the canals over to the Federal authorities.

#### POLICY CONDITIONS AGAIN.

The Fire Insurance Companies are just now studying how they may, while retaining some portion of their individual liberties, obey the Divine injunction, "Be not overcome of evil, but overcome evil with good." As an addition to their difficulties, or else as a means of escape from part of them, is the proposition of the Ontario Government to render effectual the judgment of the laws of the Imperial Exchequer Court, upholding the validity of the Ontario Statute providing for uniform conditions on policies of Fire Insurance, and the circular of the Solicitor General of this Province inviting them to confer with him with a view to assimilating the local legislation on matters of insurance to that of Ontario.

We have confidence in the honorable Solicitor General that whatever he undertakes will be with the intention of promoting the public good, and not with any prejudice or animosity against the insurance companies, as would appear to have unfortunately been the case in Ontario,—if one may judge by the peculiar wording of the preamble to the Act referred to, wherein it was proposed that the conditions should apply "as against the insurers," whether on the policy or not, whilst the assured should have the liberty of invoking them, or of ignoring them as he pleased; that is, he could receive a policy on which they were not; he could keep it in his possession, tacitly consenting that the conditions upon which it was issued should be the conditions governing all transactions under it; and then, at his will, refusing to abide by them.

Had they been made absolute between the parties, whilst such legislation might have been deemed arbitrary, yet it could not be deemed unfair, because both parties would have been on an equal footing; it is therefore well that the Court of last resort decided that both parties were entitled to invoke them, if they were to be held binding on either. But the intent

of this article is not the discussion of the past transactions in reference to these conditions, but of the proposed future legislation on this subject.

It seems to be pretty well understood that each of the Provinces will have its own insurance department, with its inspector, its statutory conditions and all other adjuncts necessary to increase the cost of insurance. It is well, therefore, to consider how much good can be gathered by a wise direction of this legislation by the companies, instead of an opposition on their part which may perpetuate whatever feeling prompted the original legislation on this subject, or may remain in consequence of the determined opposition to it.

If, then, the conditions governing transactions under policies of insurance are to be made part of the common law, it will behove every man to acquaint himself with them, just as he is bound to know and obey any other of the laws of the country in which he lives or has interests, ignorance being no excuse for infraction. Why, then, should there be any necessity for the printing of these conditions upon the policies, instead of a reference to the statute governing them? If such a reference is sufficient in case of short forms of deeds, leases and other similar transactions referring to property, why should it not be in the case of Fire Insurance, which is now established as belonging to the order of transactions embraced in the designation "property and civil rights?" For what purposes are the conditions now printed upon the policies? "Primarily for the establishment of an agreement, between the insured and the insurers, as to the things to be observed and required." But this agreement is signed by one party only, and consequently is not a perfect document. If the application contained a declaration, signed by the applicant, to the effect that he thereby agreed to abide and be governed by the conditions contained in the policy to be issued upon the acceptance of the application, then there would be a nearer approach to an agreement between the parties; but in very many cases there is not even a semblance of an application upon which to base an agreement. When we come to the policy itself we find that not once in a hundred times are their written portions read, and not once in a thousand times are the conditions read by any one; if the written portions were read, there would be less confusion after a fire in consequence of their non-concurrence, and if their conditions were oftener read there would be fewer fires.

The secondary intent of these conditions is the prevention of frauds: but when we reflect upon the small number of fires or frauds in proportion to the numbers of policies in force, and the fact that a general law would be as readily invoked by reference as by quotation, then we are again brought to the conclusion that, if these conditions are to be part of the common law, it should not be necessary to print them upon the policies. A reference to the statute should be quite sufficient, as in the case of declarations under the statute for the suppression of voluntary and extrajudicial oaths.

The only remaining intention of conditions are the providing for apportionments of liabilities, first under policies of re-insurance, and second under policies which are or are not non-concurrent in their specifications of items. There should be no difficulty in providing for each of these three matters in a carefully prepared statute; but the wording of such a statute should be prepared by experts, and not be subject to the muddling of legislators who do not understand the full application of the terms which should be employed in its expression. It is not to the credit of the insurance companies that in the long course of their career they have no fixed method of apportionment of losses under non-concurrent policies. If they had taken more interest in assimilating their conditions and practices, the ground-work of the attack upon their liberties would not have existed; but now that they are moving, *volens*, it is to be hoped they will remove every possible ground of complaint, and secure uniformity with equity. We remember to have seen some months ago a circular containing concise and complete rules for apportionments, but we do not know that any action was ever taken in consequence of it. We shall endeavor to furnish its salient points in another issue.

#### COST OF LIVING AND PRICE OF LABOR.

An elaborate comparison of the prices of articles in general use for the years 1860, 1878 and 1881 has recently been published in New York. Although more especially applicable to the United States, and more interesting because of the inflated prices during the war of the rebellion, these figures are not wholly unimportant to the people of Canada:

	1860.	1878.	1881.
Wheat, 2 red winter.....	\$1 33	\$1 01	\$1 44
Wheat, 2 spring.....	1 17	90	1 32
Corn, 2 mixed.....	68	46½	69
Oats.....	38	28½	47
Beans.....	1 25	1 55	2 75
Pork, mess.....	13 25	7 75	18 00