

in the Prince Well had to cease, the drill having struck a boulder; it would be necessary to dig down to it. The Goderich is yielding nearly 100 barrels of salt daily. The brine holds steadily at 90 to 95 degrees of strength. Prospects for the incoming season are regarded as hopeful.

Railway News.

DETROIT AND MILWAUKEE RAILWAY.—The following were the gross earnings for the weeks mentioned:—

	1867.	1868.
January, 4th week.....	\$18,330	\$21,855
February, 1st week	22,487	20,518
July, 2nd week.....	24,623	19,718
March, 1st week.....	24,623	19,718

\$90,063 \$81,759

GREAT WESTERN RAILWAY.—Traffic for the week ending March 13, 1868.

Passengers.....	\$22,074 17
Freight and live stock.....	29,835 38
Mails and sundries	3,746 60

Total..... \$55,676 15
Corresponding week, 1867 86,836 84

Decrease \$31,160 69.

NORTHERN RAILWAY.—Traffic receipts for week ending 21st March, 1868.

Passengers.....	\$2,592 44
Freight.....	3,625 56
Mails and sundries.....	200 74

Total Receipts for week, \$6,418 74
Corresponding week, 1867 7 854 02

Decrease..... \$1,435 28

—The Government have declared their intention to state a policy with respect to the gauge of railways to be hereafter incorporated.

Insurance.

THE INSURANCE BILL.—On the 27th this subject was discussed in Parliament. Hon. Mr. Rose moved the 2nd reading of the Bill, and explained its object as being that Insurance Companies, both fire and life, should, at stated intervals, give full publicity to their affairs, and should also make a certain deposit as a guarantee for the stability and good faith of the Companies. Some years ago a similar Act was passed, but applicable only to Fire Insurance Companies. Since that time Life Insurance Companies had become of great importance, and it now became the duty of Government to make provision with regard to these Companies, and also to improve the provisions formerly made with reference to Fire Insurance Companies. The provisions of this Bill were in the interest of the public. Some of the companies took exception to it on the ground that individuals should be left to satisfy themselves as to the solvency of the companies with which they did business. He joined issue with them on this, holding that it was the duty of the government to protect the public in matters of this kind. It was objected that the bill ought not to apply to companies chartered in Canada, but only to foreign companies. Another objection was, that it should not extend to mutual insurance companies. As regarded the first of these objections, he thought it was important that the same principle should extend to all companies doing business in Canada. He was willing, however, to make such modifications in committee as would allow companies chartered in Canada reasonable time to realize sufficient assets for making the necessary deposits. As regarded the other objection, the bill would apply not to companies on the purely mutual principle, but to companies partly mutual and partly proprietary. Time would be allowed these companies to put their affairs on such a footing that the bill would not operate harshly with regard to them. It was said it would be hard to compel companies which had already invested to change their investments into Dominion stock. He considered

there would be no hardship in this. The Government would be quite ready to convert say five per cent. Government bonds into their equivalent in stock. There had been a complaint that the Bill did not extend to marine insurance. As regarded ocean marine companies, as we had no companies of our own doing that business, it would be obviously a dangerous thing to drive such companies away by a regulation that might be obnoxious to them. As regarded inland marine companies, he did not see what reason could be shown for requiring a deposit from them. In conclusion, he said the object of the Government was not to give a monopoly to a few large companies, but to place the insurance business throughout the country on a safe basis.

Hon. Mr. Cartier said insurance business was not either by English or French law considered a commercial operation. In the Lower Canada courts no one had ever held that the rules of evidence applicable to commercial operations should apply to banking and insurance operations. He held, therefore, this was not a bill affecting trade.

Hon. Mr. Fisher held that under the Imperial Act of Union, fire insurance Companies, being Provincial in their objects, were subjects for local, not federal legislation. He drew the same inference from the list of subjects prescribed for federal legislation, in which insurance was not included.

Mr. Young said several Companies had gone to the Ontario Legislature and received power to do business partly on mutual and partly on cash principles. Having thus received their charters, it would be a singular thing if this legislature had the power to come down upon them and require them to make a deposit of \$50,000.

Hon. Mr. Rose said this Bill was, to a large extent, a transcript of the Act passed in 1863, and no such objection as that now raised was urged to it.

Mr. Smith said if this was not a bill affecting trade, this legislature could not deal with the subject at all, without trenching on the privileges of the Local Legislatures. The point was one of importance, and the Government should at least ask time to consider it.

Sir John A. Macdonald said this point was one not of order, but of jurisdiction, which must not be decided by this house merely, but by both houses by actual enactment which would be subject to disallowance by Her Majesty. As the point was an important one, he would suggest to his hon. friend to postpone the second reading, to allow time for debating that question in its legal aspects.

Mr. Speaker said it was not for him to decide whether this was among the class of Acts which this Legislature could deal with according to the Union Act; but, as to the point of order, he must hold that insurance companies were not necessarily trading companies in the broad sense of the term "trade," which meant the importation and exportation of goods to market.

Hon. Mr. Rose, in accordance with the suggestion of the leader of the Government, then moved that the debate be adjourned till Monday.—Carried.

—The Hartford Life and Accident Insurance Company, of Hartford, has resolved to discontinue accident business and get their charter amended, changing the title to the "Hartford Life Insurance and Annuity Company."

—The *Insurance Times* says that an international life insurance enterprise, intended, like the Atlantic Telegraph Company, to unite two great nations in spite of an intervening ocean, will soon be organized and equipped on a grand scale. It will be entitled the "European American Life Insurance Company."

—The printers of New York City have held a preliminary meeting for the purpose of forming a Printer's Life Insurance Company.

—The total premium receipts of the Phoenix Mutual Life Ins. Co. for 1867 amounted to \$1,204,044 24. Mr. W. H. C. Baubien, a special agent of the Mutual, received a gold watch as a reward for having paid into the Company the largest amount of premiums in six months.

NEW YORK INSURANCE DEPARTMENT.—An earnest memorial to Governor Fenton, requesting the re-appointment of Mr. Barnes, as Superintendent, has been signed by 97 of the City Fire Insurance Companies, by 15 of the Life Companies, including the Mutual, and by all the Marine Companies.

FIRE RECORD.—Toronto, March 28.—Stable in rear of Fawke's, undertaker; loss \$400, no insurance.

Singhamton, Co. Grey.—March 17.—Pinnock's Hotel; loss \$3000, no particulars. Algeo's shoeshop; loss \$800, insured for \$400 in the Waterloo Mutual.

Law Report.

CAN AN AGENT WITHHOLD A POLICY?—In a distant southerly city an agent for one of our most popular Life Insurance Companies, saw proper in the discretion of his judgment to withhold a policy for which he had made application to the home office, and which had been forwarded to him to be delivered. It appears that the policy-applicant, for some cause, was not able to pay the premium at the time of the arrival of the policy, and consequently asked for a delay until a specified time, to which the agent assented. About the time, however, set for payment of the premium, the applicant was taken sick, of which the agent was advised, and on that account refused to accept the premium when tendered, or to deliver the policy. Some time after the applicant died. Now the question presents itself: had the agent any right to withhold the policy. The application for insurance had been forwarded by the agent, and the company had issued the policy; thus completing their part of the contract, with the exception of delivery. Had the agent returned the policy for cancellation upon the failure of the applicant to pay the premium, there could be no question of his right to do so, or he could have specified any particular time for the payment, and after the non-compliance, could rightly have procured its cancellation or withheld it. But if he refused to deliver the policy at any time agreed upon between himself and the insured, or within a reasonable time after its arrival at his office, upon the premium due thereon being proffered, the company may be compelled to give the applicant the benefit of the insurance. The date of a policy's vitality may be incorporated within itself. The premium is the consideration of the contract. Upon a failure on the part of the grantee to pay the premium at a specified time, or according to the general custom the policy becomes void. But if the agent grants or accedes to a delay, whether in specific or general terms, the policy remains in force; and though death should intervene while the policy is unpaid, the law will assume that the agent was satisfied with the security; that he was not obliged to give the time asked; but as he did, it was in the exercise of his competent judgment, and the amount of the policy would be due to the representatives of the deceased. It did not affect the contract that the man was taken seriously ill before complying with his part. The only question is, did he or his representatives offer to comply with it at the time agreed upon. The physical condition, the habits, the sanity or the general health of the applicant are subject to the scrutiny of the medical officers of the company; upon this examination depends the accepting or rejecting of the application. If it is accepted the policy dates from the acceptance (as was decided by the Supreme Court of Missouri), and the company are held to meet the contingency of death, unless the insured refuses to pay the premium.—*Western Insurance Review.*

RESPONSIBILITY OF INSURANCE AGENTS TO THEIR COMPANIES.—Suit was brought in one of the Cincinnati courts to recover a part of the salary of the plaintiff for his services as agent from June, 1865, to December, 1866. He claimed that he contracted to serve for \$3,500 a year, and 10 per cent. of the net profits of the general agent in this city. He received the regular salary, but was not paid the percentage of profits, for which this suit was brought. The defendants denied making