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at a named railway station, to Sanders' order. Barnard Brothers gave to the railway company a written order directing them to transfer the goods "to await the order of Sanders." The goods arrived at the station, and the company sent to Sanders an advice note stating that the goods awaited his orders, and were held by them, not as common carriers, but as warehousemen, at the owner's sole risk. Sanders did not acknowledge the receipt of the advice note, and did not inspect the goods, but he tried, unsuccessfully, to resell the goods, using for that purpose a sample supplied to him by Barnard Brothers. Sanders became insolvent, and not having paid Barnard Brothers for the goods, the latter stopped their delivery, and the company redelivered them to Barnard Brothers. This was an action by the trustee in bankruptcy of Sanders (one Taylor), for damages for the conversion by the defendants of the barley. The neat point on which the decision rested was whether or not the firm of Barnard Brothers had a right to exercise a right of "stoppage in transitu," over the goods after the termination of the transit, and after Sanders was advised of the arrival of the goods. It was held that the acts of Sanders in attempting to sell the goods from a sample thereof previously furnished him by Barnard Brothers, although he had not acknowledged the receipt of the advice note, constituted an acceptance of the goods sufficient to pass the property therein to himself (Sanders), and that, therefore, the right of "stoppage in transitu," which only subsists during the interval of carriage, had terminated. Therefore at that time Barnard Brothers had no right or claim to the goods, and therefore the railway company were guilty of a conversion of the goods and liable in damages to the trustee in bankruptcy.

H. P. ECKARDT & COMPANY, v. THE LANCASHIRE INSURANCE COMPANY.—This was a recent decision of the Supreme Court of Canada, respecting the validity of the "co-insurance clause," frequently introduced into policies of insurance by insurance companies. The defendant company had two printed forms of insurance policies in use, both framed in the form prescribed by the Ontario Insurance Act, the one being for insurance with the clause known as the "co-insurance clause," and the other not having that clause. The premium charged in the case of insurance effected on a policy having the above clause was 20 per cent. less than that charged on insurance in the other form. Parties insuring might select in which form a policy would be entered into with them. Upon the 2nd of January, 1896, the defendant insurance company entered into a policy of insurance with the plaintiffs which contained the "co-insurance clause," in strict accordance with the Insurance Act. This was an action to recover the amount of the policy. The plaintiffs contended that they were not bound by this special clause, because it was unjust and unrea-

The Toronto General Trusts Corporation

Notice is hereby given that a dividend of Three and Three-Quarters per cent. ($3\frac{3}{4}$ per cent.) for the current half year, or equal to Seven and One-Half per cent. ($7\frac{1}{2}$ per cent.) per annum, on the paid-up capital stock of this Corporation, has been declared, and that the same will be payable at the office of the Corporation on and after Tuesday, July 2nd, 1901.

The transfer books will be closed from the 17th to the 30th June, both days inclusive.

By order of the Board,

J. W. LANGMUIR,

Managing Director.

Dated Toronto, June 11, 1901.

Established 1864

E. R. C. Clarkson,

Trustee Liquidator

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Relative to the descent of property and the drawing of wills furnished upon application to The Trusts & Guarantee Company (Limited). All communications will be considered by the Company as strictly confidential. We will give you if you call at the office or send to your address, free for the asking, various forms of wills.

THE Trusts & Guarantee Co. LIMITED

CAPITAL \$2,000,000

Office and Safe Deposit Vaults—14 King Street West, TORONTO.

HON. J. R. STRATTON, President.
T. P. COFFEE, Manager.