on themselves what they have honestly saved, but miss the far greater pleasure of making a kindly or a charitable use of their little savings in doing good to others. To gratify a whim or an appetite, to buy a well-bred dog, or a ring, or a box of cigars, they will spend a week's or two weeks' wages, or what is worse, will borrow money from persons in poorer circumstances than themselves. In proof of the existence of such persons, if proof were needed, read the following from Ottawa, bearing date a fortnight or more ago:

"Vicar-General Routhier created a sensation in the Basilica yesterday morning by calling on those who have been in the habit of borrowing small sums from him on various pleas of sickness in their families, etc., to pay up, as he wants the money for educational purposes. He said he was aware that some of his debtors had spent the money borrowed from him in drinking, playing cards, and living in a manner they could not afford, and he thought it a shame that men receiving salaries of from $700 to $1,000 or more should come to borrow from a man who only had $220 a year salary."

Clearly a shame. And if the people referred to were not penetrated with a sense of disgrace, it was because all sense of shame was lost. Exceptions there are, of course, for we can quite believe that some of the borrowers from the good Vicar had really need for money, doubtless reluctantly asked and with sweet confiding kindness given. And some of the recipients, doubtless, have made a proper use of their borrowings and are striving, out of their small incomes, to pay it back. To these, or of these, the kindly priest would say no ill word. But it is painful to think of a good man's slender means being filched from him by mean pretences, only to be spent in extravagance and riot. Those who so borrow are mean enough even to make a show of charitable giving away of other people's money. In such a case they may be likened to the sort of hypocritical small spendthrifts who

"With one hand put
A penny in the urn of poverty,
And with the other take a shilling out."

The habit of borrowing should be sternly discouraged. A person of right feeling, of independent spirit, hates to borrow. But those who have no self-denial and as little self-respect are practically dependents; they will worry and inconvenience a friend for loans, times and again. They will, to our knowledge, borrow from their washerwoman as well as from—*vide* the above instance—their pastor. In one sense they become Micawbers, but they lack knowledge of that philosopher's formula about income and expenditure. It has been well said by Henry Wood (*Natural Law in the Business World*) that "as rapidly as dependence can find something to depend upon, it will multiply and increase." This he writes of the very poor. But there are numbers of people who should be comfortable and fore-handed, but become well-dressed and well-mannered mendicants, of whom it is quite as true.

—The statement of Canadian post-office savings banks for November shows deposits during the month of $676,343; withdrawals, $582,150; balance at credit of depositors, $21,465,906.

DECISIONS IN COMMERCIAL LAW.

Reddick v. Saugeen Mutual Fire Insurance Company.—The insurance company, in the way prescribed by statute, added to the first statutory condition in the policy of R. a condition that any fraudulent misrepresentation in the application, or any false or incorrect statement representing the title or ownership of the applicant, or the concealment of any mortgage or execution or any incumbrance on the property or on the land on which it was situate, should avoid the policy, unless the directors in their discretion should see fit to waive the defect. R. in his application had stated that the land on which the building intended to be insured was situate was mortgaged for $1,500, but did not disclose the fact that it was, together with other property, charged with a small annuity in favor of his father. The insurance company sought to avoid payment under the addition to the first statutory condition on the ground that there had been no disclosure of the annuity charge, but the jury found that the evidence of the annuity was not material to be made known to the defendants. The Court of Appeal, affirming the decision of the Divisional Court, held that this non-disclosure was the concealment of an encumbrance within the meaning of the added condition, but that the added condition was not a just and reasonable one, because it was not limited to such facts or matters as were material to be made known to the company. There was no pretence of fraud on the part of R. and so the insurance company must pay the amount of the policy.

Royal Insurance Company vs. Beatty.—B. was insured in the Royal Insurance Company under two policies, and the day before their expiration he sent a check to the office of the agent of the company to renew them, and he testified that he said to the agent, "Mr. Skinner, will you mind the two policies of Mr. Beatty, which expire to-morrow?" (I mean these two policies in the suit). "No reply was made and I supposed they went to their books to do it." The Supreme Court in Pennsylvania decided that "It was the duty of B.'s clerk to repeat the request when he did not get an answer. We cannot make a contract by consent from silence in such a case as this. There should be something done or something said before it can be assumed that a contract has been established. We cannot concede that if the defendant's agent heard his request, and made no answer, an inference of assent should be made, for the hearing of a request and not answering it is as consistent, indeed more consistent, with a dissent than an assent."

"IN THE MATTER OF GEORGE WOODS."

Although last week was Christmas week, and people generally, who were not unrepentant Scrooges, tried to feel joyous, we infer, from the tenor of some of their expressions, that the missive received last week from the Sheriff of Lincoln County, respecting the estate of George Woods, an insolvent, was by no means regarded on the part of Mr. Wood's creditors as an evangel of peace and good-will. It was rather a root of bitterness; verily, even the sort of evil communication that goes far to corrupt the good manners, yea, and the language, of those that received it.

George Woods was a saddler and harness-maker in the Niagara District. The extent and character of his business may be guessed when we say that his stock is inventoried at $1,074. This was sold by the sheriff, to whom he had assigned, and yielded 50 cents per dollar of the inventory price, say $537. Then $61 worth of goods were sold by the assignee, and book-debts to the amount of $553. Total realized thus, $1,151. Not a very bad showing, the creditors thought, and begun to have visions of a dividend equal to at least one-third, possibly one-half, of what he owed. But here comes a staggering item: "Paid under landlord's warrant, rent, and costs"—we quote from the assignee's printed statement—$681.64! which reduces the assets at one slap to $469. It is a little puzzling to a writer unused to the expensive methods of winding up Canadian insolvent estates to comprehend why a man with such slender resources should owe so much for rent, or if he did not owe it for rent, why the amount should be so greatly swollen by "costs." But let that pass, as one of the things that no fellow can understand, and go on to the further "disbursements." For this little estate there were two inspectors at $26.28 each, or nearly five per cent. of the assets; solicitor's bill, not so big, considering, $35; stock-taking charges, etc., $37.50; advertising (must have advertising, you know, according to law), mailing notices, and expense of creditors' meeting, $26.48; assignee's fees, $150—Adding these very professional-looking and possibly legitimate items together, we have $302 to take off the $469, leaving $167 with which to tickle anew the hopes of creditors. Blessed is the creditor who expects little, however, for it is only he, in such cases, who is not disappointed. Looking farther down this interesting little sheet—economical half note, no fly-leaf—we come to "Privileged Claims": $41.67 *more* rent, presumably for the occupancy of the shop while this pleasing liquidation was going on; wages, $22.50; Robert Routh, $88.15, for—we are not told what. Now, surely, we are done, and the waiting creditors can have the trifle of $15.44 remaining, to buy cheap Christmas cards with. Alas! no, the tax-collector comes in, or sends in, and gobbles up exactly $15.44, which, being deducted from the $15.44 remaining unabsorbed, leaves precisely *nil*, according to Cocker and the homely rule of subtraction.

The sheriff's arithmetic is o. k., we have checked it and find no flaws therein. We wish that as much could be said for his discretion in the matter of expenses of administration or the law governing the same. Pluck the golden goose, O sheriffs and assignees, but kill not the succulent bird, Christmas though it be, "Dost thou think . . . there shall be no more cakes and ale? Yes, by Saint Anne." He shows, too, with fair to middling minuteness, if we except that rent and costs item, where the money has gone, and this is something to be thankful for. But we feel called upon to protest in the strongest manner against the indefensible bad taste of the assignee in descending to practical joking at the expense of the creditors. Mr. Dawson gravely adds, at the foot of the sheet, "If no claims are contested, I shall distribute the proceeds of the estate, according to the foregoing statement, at the expiration of eight days from this date." Distribute what? The printed exhibit has already shown $469.30 "disbursed," out of $469.30 available. Nought from nought is nought, and it is not nice but naught-y to so play upon words at the expense of the feelings of those who eagerly looked for a Christmas-box out of this poor saddler's stock and debts. We charge the worthy sheriff of Lincoln that he has trifled with the feelings of a very worthy group of men in this matter, and we trust he may have heard the last of it.