

dropping out. Let a society get on the down grade from that cause, and experience proves that it is hardly possible to call a halt. Things go from bad to worse, and there are so many other societies in which the cost is less, that the "rope of sand" dissolves by its own weight. Here is the list of societies, forty-seven of them, which appear to have been struck by "decline":

Name and Address.	Members Jan. 1, '87.	New in 1887.	Dropped out.	Members Jan. 1, '88.
Albany Boatmen's Relief..	1,083	14	151	946
Albany Masonic Relief....	1,005	24	66	963
Albany Mutual Benefit....	660	13	42	631
American Acc. Indemnity, N. Y.....	619	...	122	497
Bankers' and Merchants' Alliance.....	791	2	142	651
Bookbinders' Provident, N.Y. City.....	778	4	139	643
Bookbinders' Provident, No. 2, N.Y. City.....	467	4	180	291
Brooklyn Mutual Aid.....	183	1	26	158
Cincinnati Life.....	1,680	312	385	1,607
Commercial Travellers', Syracuse.....	3,064	133	216	2,981
Expressmen's M. Benefit, Elmira.....	3,967	52	206	3,113
Family Fund Society, N. Y. City.....	2,436	182	1,323	1,295
Farmers' M. Benefit, Oneida, N.Y.....	648	26	82	592
German Masonic M. Relief.....	245	14	16	243
Globe M. Ben. Sy., N.Y.....	4,540	1,494	3,954	2,100
Home Prov. Safety Fund, N. Y.....	1,482	381	716	1,149
Income and Life, N. Y.....	483	976	1,250	209
Insurance Clerks' M. Ben., N. Y.....	605	2	32	575
Jewellers' League, N.Y.C. Knights of Honor, St. Louis, Mo.....	2,939	94	216	2,817
Life Benefit Sy., Rochester, N.Y.....	126,169	8,861	12,118	122,912
Life Union (Acc. Dept.), N. Y. City.....	838	87	221	704
Masonic Assurance, New York City.....	657	125	210	572
Masonic Benevolent, Mattoon, Ill.....	368	15	29	354
Masonic Guild & Mut. Ben., N. Y. C.....	5,854	1,065	1,819	5,100
Masonic & Min. Rel., Chatham.....	1,226	109	333	1,002
Merchants' Casualty Ins., N. Y.....	278	68	210
Mercantile Mutual Acc. Society, N. Y. City.....	231	24	135	120
Mutual Union, Rochester, N. Y.....	863	192	523	533
Mutual Rel. S'y, Rochester, N. Y.....	608	972	974	606
N. Eng. Mut. Aid S'y, Boston, Mass.....	13,524	1,235	2,338	12,431
New Eng. Relief, Boston, Mass.....	2,108	180	378	1,910
N. Y. Casualty Ins., Syracuse, N. Y.....	3,451	300	753	3,028
Northern Tier Mas. Rel., Ogdensburgh.....	247	284	462	69
Oddfellows' Mutual Ben. Brooklyn.....	461	12	108	365
Oddfellows' Provident, Brooklyn.....	733	1	109	625
Oswego Mutual Benefit, N. Y.....	732	23	52	703
People's Mut. Benefit, Oswego, N. Y.....	1,968	539	1,349	1,158
Polar Star M. Ben., N.Y.....	997	41	218	820
Protestant Knights, Buffalo, N.Y.....	414	1	33	382
Royal Templars, Buffalo, N.Y.....	121	22	26	117
St. Lawrence Life, N.Y.....	15,493	1,573	2,401	14,665
Scandinavian Gr. Tem. of Am.....	1,683	326	920	1,094
South'n Tier Mas. Relief, Elmira.....	470	60	100	430
Teachers' Mut. Assurance, N. Y. City.....	2,714	31	454	2,291
West'n N.Y. Masonic Rel., Rochester, N.Y.....	2,093	77	87	2,083
Women's Mutual Ass. Co., N.Y., City.....	738	2	67	673
Totals.....	1,645	861	990	1,506
Totals.....	213,716	20,737	36,529	197,924

RECENT LEGAL DECISIONS.

COSSMAN v. WEST.—COSSMAN v. BRITISH AMERICA ASSURANCE Co.—Where a ship has been deserted by her master and crew, having been previously placed by them in a sinking condition, but had been subsequently taken possession of by salvors, towed into port, and there sold, together with the cargo, by order of the Admiralty Court, for less than the actual cost of the salvage services, the Privy Council decided, reversing the decision of the Supreme Court of Nova Scotia, that in actions on the policies of marine insurance on the ship and freight respectively, assuming the possession by salvors of a derelict vessel to be only a constructive total loss, the subsequent sale constituted an actual total loss of both ship and cargo. Because, to constitute a total loss within the meaning of a policy of marine insurance it is not necessary that a ship should be actually annihilated or destroyed. If it is lost to the owner by an adverse valid and legal transfer of his right of property and possession to a purchaser by sale under decree of a court of competent jurisdiction in consequence of a peril insured against, it is as much a total loss as if it had been totally annihilated.

BLENDERMAN v. PRICE.—B. sued P. as an endorser upon a promissory note admitting that no notice of dishonor was served upon P. upon the failure of the maker of the note to pay, because the note was made for the accommodation of P. The Supreme Court of New Jersey said: "An accommodation note made for the convenience of the endorser, who alone has the interest to pay it, as between himself and the maker, and who must ultimately pay the note, is not entitled to notice of dishonor."

AYERS v. CHICAGO AND N. W. RY. CO.—Where a shipper applies to a company, a common carrier of live stock, for cars to be furnished, at a time and station named, for transportation of stock, the Supreme Court of Wisconsin holds that it is the duty of the company to inform the shipper within a reasonable time whether it is able to furnish such cars, as required, and if it fails to give such notice, and the shipper, relying upon the conduct of the company, has his stock at such place on time, and no cars are there for their transportation, such company is liable to such shipper for damages.

DESLOTTE v. BALTIMORE AND OHIO TELEGRAPH COMPANY.—D., a planter, sued the Telegraph Co. to recover for the loss of a sugar crop, because of its failure to deliver a message, which was as follows: "Jeannerettes, La. Ship without delay two barrels bisulphate in liquid. J. Wildenstein. To S. Kahn, 291 Rampart street, New Orleans." The signer of the message was a merchant, who sent it at D.'s request. The messenger took the message to 291 North Rampart street, and the servant who answered said Kahn lived there, and took the message, paid ten cents for the delivery, and signed the name of Mrs. Dr. Souchon, Dr. Souchon's sign was on the house. Kahn did not live there, but did live at 291 South Rampart street, and he never got the telegram. Twenty acres of sugar cane had been so affected by cold and frost that this bisulphate of lime was necessary to manufacture the sugar and molasses from the cane. Judge Fenner, delivering the opinion of the Supreme Court of Louisiana said there was no contract upon the face of this telegram between D. and the company. The failure to make proper delivery resulted from negligent address. Kahn's name was not in the directory,

and the course taken by the company to enquire at 291 North Rampart street was the proper course.

THE FUNCTIONS OF A BOARD OF TRADE.

Various views are held as to the functions which a board of trade can properly exercise. In the widest sense, whatever assists the commercial prosperity of a community may with propriety come under the ken of its commercial organ. This, evidently, is the view held of its duty by the Brandon Board of Trade, which has been especially alive to the securing, this season, of settlers for the district tributary to the town. The board has stationed a man at Winnipeg, in the person of Mr. Jas. A. Johnston, who has done good work towards inducing persons to settle in the Brandon district. The board has also an immigration office open in the city, adjoining the C.P. R. passenger station, where a register is kept for those requiring servants as well as of those who are seeking employment; also lists of lands, either for homestead or on sale, all information giving quality of soil, etc., given free of charge at that office. "A number of young men who have come here this spring have been taken by the hand," the secretary writes us, "and situations have been found for them with reliable farmers."

"Since January last about 700 horses have been brought from Ontario to this point, and for the season 1887-88, to date, about 1,200 horses have been brought through this place and sold, which goes to show not only that this part of the country is well settled, but that farmers have prospered well, and are now able to purchase horses, instead of using oxen as of old. The North-West Central Railroad is to enter the city, and a road will, in all probability, be opened in the near future to the coal fields, a distance of 100 miles south-west of Brandon." The Experimental Farm is just across the Assiniboine River, one mile from the centre of the city. This property, we are told, is well chosen. A new post office and land office are to be built this season. The cost to be: land, \$4,000; building, \$15,000, according to the Government estimates.

"In one hundred townships lying adjacent to the city of Brandon, containing nearly 250,000 acres, we find about 83,000 acres, or nearly one-third of that area, under cultivation during the past season, the product of which is divided as follows: Wheat, 61,000 acres, averaging 32 bushels to the acre, making a total of 1,888,000 bushels; oats, 17,000 acres, at 42 bushels per acre, gives 714,000 bushels; barley, 2,200 acres, at 32 bushels per acre, gives 66,000 bushels; peas, 50 acres, 15 bushels per acre, gives 750 bushels; potatoes, turnips, and field roots, about 2,000 acres, at 200 bushels per acre, gives 400,000 bushels. Of hay, the yield was about 20,000 tons."

Brandon, according to Mr. W. E. Flumerfelt, the secretary, is "perhaps the largest retail grain market on the continent." There are five large elevators that furnish storage capacity of about 200,000 bushels, and facilities for receiving and shipping 20,000 bushels per day. There are also flour, oatmeal, and saw mills in full operation. "The quantity of wheat marketed at this point for season 1887-88, up to date, is something unusual, amounting to 1,100,000 bushels, and buyers confidently expect about 400,000 more bushels of wheat will be marketed at this point during the months of June and July, making a grand total of 1,500,000 bushels of wheat that will have been