

ought to offer better freight terms to the manufacturers and producers of the Upper provinces. We understand that this company has already secured wharves and warehouses, and is arranging to charter steamers for both the West Indies and South America. It is to be remembered that a subsidy has been promised by the Dominion Government to the line which shall provide satisfactory steam facilities for carrying the West India mail.

Quite recently, the vice-president of the Chamber of Commerce at Kingston, Jamaica, paid a prolonged visit to Canada, with the avowed purpose of arranging, if possible, for more intimate trade relations between that island and this Dominion. He has spent some days in Toronto, giving and receiving information on trade subjects. While it may be urged that this part of Ontario is too remote from the Indies to take any interest in such a matter, it should be remembered that quantities of Ontario products already go to those islands, and a little time and judicious arrangement only are needed to increase very greatly both imports and exports. This island of Jamaica alone has steamers to New York and to Philadelphia, steamers to the ports of Mexico and of Colombia, South America, steamers to Cuba, to France and the French Antilles, steamers to London and Glasgow, fruit steamers to Baltimore and Boston. In all they have twelve lines of steamers, where in 1870 they had but three. And during the very time of this increase, Canada, which had in 1880 the Cunard steamers plying from the Maritime Provinces to Kingston, not only did not increase her steam sailings but allowed them to cease entirely a few years after. Now, at last, there is again steam communication between Jamaica and Canadian ports. Let us make the most of it.

The imports of the Island in 1885, as we learn from the *Handbook of Jamaica*, furnished us by Messrs. Murdoch, Dickson & Co., of this city, were £1,456,000 in value, principally food-stuffs, clothing, household necessities, furniture, railway supplies, coal, all goods which we could furnish. But the share of this total bought from us was only £177,172, or say twelve per cent., while the purchases made from the United States amounted to £464,282, or almost thirty-two per cent. Then the exports, which consisted of sugar, coffee, fruits, spices, dyewoods, rum, &c., came to Canada in 1885, direct, only to the extent of five or six per cent., viz., some £65,000 out of a total exceeding £1,408,000, while 15 per cent. went to other countries and 42 per cent. to the States. The question now is: Can we not obtain a share of the large trade of this and other islands, now done with the United States and Great Britain? Some writers and speakers say we are too far away, and are, besides, handicapped by our tariff. We shall see when the outcome of the experiments now being made is reached. Meantime, we consider it a duty to encourage the efforts being put forth.

There is a field for increased trade in the Argentine Republic, to which Mr. Simeon Jones was sent as a government commissioner some months ago. It will be remembered that in addition to the increased pro-

portion which might be furnished by us of the 200 million feet of lumber used by that country annually, Mr. Jones was of opinion that Nova Scotia coal can be profitably sold there. Agricultural implements we can certainly furnish, likewise canned lobsters and salmon, all which are largely consumed in Argentine. From an official pamphlet forwarded by Mr. Maguire, of Quebec, consul-general for that Republic in Canada, we learn that the foreign commerce of the country last year, outward and inward, amounted to £42,349,000 stg., where in 1880 it had only reached £20,000,000.

Among the imports duty free we observe coal, building stone, fencing wire, railway materials, live cattle. The principal items of dutiable imports, in addition to those mentioned above, are clothes, drapery, and linen goods, iron and steel goods, leather, paper, and wood manufactures. It has bought, last year, no less than \$15,000,000 worth of "alimentary substances." There are great possibilities of trade with that country, and Canadians will do wisely to look after it. The exports include \$37,000,000 worth of wool, \$11,000,000 worth of cow hides, and \$5,718,000 worth of horse hides, besides tallow, horse hair, bones, horns, goat skins, and kid skins.

We observe that in his message of last year to the Argentine Congress, the president of the Republic, Mr. Juarez Celman, devotes some time to justifying the government management of railways, as "tending to strengthen the national unity," citing the example of Italy in this connection; but he does not yet believe in attempting to make the government a banker, an insurance agent, or a manufacturer, for "commerce, in its dealings with government, is bound to be a great loser." Information bureaux have very sensibly been established by Argentine in foreign countries.

SOME INSURANCE DECISIONS.

The Supreme Court of New Brunswick has just given judgment in the case of *Hammond v. the Citizens' Insurance Company of Canada*, very fully reported in the *Canadian Law Times*, touching several important points as to the liability of insurance companies with respect to explosives. In this instance, where a condition of an insurance policy on goods declared that the insurer would not be liable for loss or damage occasioned by keeping explosive substances in quantity exceeding the allowance by local laws, or the storage on the premises of gunpowder, glycerine, etc., except for manufacturing purposes, and then only in such quantities as are necessary for carrying on the trade; and that any excessive, unnecessary, or unusual quantity would avoid the insurance. The application, in this case, was for insurance on a general stock of goods, such as is usually kept in a country store, and the policy was on a stock of general merchandise. The quantity of gunpowder in the store did not exceed 15 or 18 pounds; not more than would ordinarily be found in a retail stock of general merchandise. The Court held on this point that as it was not the explosion of the gunpowder which occasioned the loss, and

as the quantity kept was not excessive, unnecessary, or unusual, it was not within the exception of the policy.

Where a policy required that persons sustaining loss should forthwith give notice thereof to the company, and apply for its blank forms, and execute and file the proof of claim, within fifteen days after the fire; and the insured gave notice to the insurer's agent and applied for blanks within the time, but did not receive the blanks till after the fifteen days had expired; the Court held that the insurers having, by their neglect, prevented the insured from obtaining the blank forms and completing the claim within fifteen days, could not take advantage of his failure.

A policy stipulated that the insured, if required, should produce his books of account for examination at the office of the company, and submit to examination by their agent and answer all questions relating to the loss. A fire took place in August, and a few days afterwards an agent of the company examined the books of the insured and invoices of his goods, and in the following October offered to compromise, to be accepted in ten days, which was not taken any notice of. In January the attorney of the insured wrote threatening suit if money not paid, whereupon the agent notified the insured to attend either at Montreal or St. John, with his books, and be examined. Of this request no notice was taken, and action was commenced to recover the moneys. The policy issued from the office of the company at Fredericton, which was nearer to the residence of the insured than either of the places at which he was notified to attend. The Court held that there had been delay beyond a reasonable time in asking this attendance for examination, which should, in any case, have been held at Fredericton, as being more convenient to the insured, and therefore the request was too late.

Where a company issues a policy with a condition that other current insurance upon same property as that insured, whether valid or not, should, as between the insured and the company, be considered as contributing insurance for the full amount of such insurance, and liable as such to pay *pro rata* any loss, the Court held—there being in this case other insurance, and the loss not amounting to the total insurance—that this condition applied, whether insurance was recovered from the other company or not, so long as the insurance once attached.

TORONTO TRADE FIGURES.

According to the returns of import and export at this point furnished by the Toronto Board of Trade, the aggregate inward and outward foreign trade for October last exceeded two millions of dollars, the value of imports having been \$1,565,896 and exports \$486,951. Both exceeded the amounts for the corresponding month of 1887, which were respectively \$1,486,561 and \$892,216. The increased export was mainly barley, for neither lumber, animals, nor manufactures show an increase. As for the augmentation of imports, that is partly made up by fruits, glass, iron, jewellery, but mainly by