

period. The defendant gave the applicants a receipt acknowledging the payment of the \$5 for, as stated, the purposes mentioned in an agreement written thereunder, namely, to forward to the head office the application on signature thereof, and if declined, to return the amount paid; but, if accepted, the payer was constituted a member, entitled to the full benefits of all social advantages, and therefore might secure all the pecuniary benefits on application therefor;

*Held*, that the defendant was carrying on the business of accident insurance without having obtained the necessary license therefor, contrary to section 49 of the Insurance Act, R. S. C., chap. 124; and that no protection was afforded by section 43, relating to fraternal and other societies, the scheme not being an insurance of the lives of the members exclusively.

**ESSON v. MCGREGOR.**—In an action on a promissory note the defence set up was that it was given in purchase of a machine for polishing wood, which machine did not do the work for which it was purchased and which it was represented to do. At the trial the evidence showed that the machine had been used for a long time in connection with building cars; that the work was under control of a contractor with the defendant; and that the superintendent of the defendant's establishment had inspected the cars as they were finished and delivered, as well as watched the progress of the work. Evidence was offered on behalf of the defendant to show that the contractor had never told him that the machine was defective, and he never knew it until the case was tried; and that the machine could not be used until a fan had been attached to it for keeping off the dust. The defendant himself was not examined, nor was an effort made to obtain the evidence of the contractor, who had left the province. The jury found in favor of plaintiffs and a new trial was refused on the ground that defendant must be charged with the knowledge of the contractor, or, at all events, his superintendent was in a position to discover the manner in which the machine worked.

#### NEW YORK LIFE INSURANCE COMPANY.

is of importance, in the interest of pure administration, to notice what was done at the annual meeting held in New York last week to elect trustees for this life company. We are told that no fewer than forty-seven thousand votes were cast, the largest number ever known in the history of the company, and they were all in favor of the ticket named by President McCall and by the committee of the policy-holders. This shows pretty clearly that the common sentiment was opposed to the methods of Mr. Beers, the former president. We observe that ex-Mayor W. R. Grace, Judge Hiram R. Steele, C. C. Baldwin, Walter Lewis and Henry C. Mortimer were elected trustees. Mr. Grace takes the place of ex-President Beers, and Judge Steele that of John N. Stearns. All these gentlemen opposed the voting of the pension to ex-President Beers, and it was resolved that a pension of \$37,500 a year awarded ex-President Beers by the former board of trustees should not be paid. Mr. Beers was not present at the election for the first time in thirty-three years, and threatens to contest his pension in the courts. President McCall announced that he had reinstated Theodore M. Banta, the cashier whom Mr. Beers dismissed seven months ago because

of his alleged participation in an attack on the executive officers of the company.

#### GUELPH BOARD OF TRADE.

There was not, it is said, anything like a full representation of members at the annual meeting of the Guelph Board of Trade, held on Tuesday evening last. This should not be in a city like Guelph, and certainly not upon an occasion which occurs but once a year. To derive the best results from an organization composed of business men it is necessary that their periodical deliberations should show no signs of half-heartedness, indication of which is a meagre attendance of members, especially when the work of the year is to be reviewed. The president's report referred to the comparative freedom of serious loss from fires, but business during 1891 did not prove to be as prosperous as expected. Merchants and manufacturers, however, look for good results this year. Imports and customs receipts fell somewhat short of what they were the former year, but exports were \$50,000 in excess of 1890, showing that Guelph maintains her position. The members were urged to see that the law relating to transient traders was strictly enforced. Railway matters, so far as the Guelph Junction is concerned, stand in the same unsatisfactory condition. It is proposed to reduce the membership fee from \$2 to \$1. There are at present 85 names on the roll. The following officers were elected for the current year: President, A. W. Alexander; vice-president, J. A. Nelles; sec.-treas., A. J. Little; council, Messrs. J. Hallett, Robt. Mitchell, J. E. McElderry, Jas. Innes, M.P., J. M. Bond, W. G. Smith, Col. Higinbotham, Jas. Watt, Jas. Goldie, Jas. Hewer, A. R. Scott, G. B. Ryan.

#### THE GENOA EXHIBITION.

All North America is invited to send exhibits to an exhibition at Genoa, Italy, opening in June, this year, to celebrate the discovery of America in 1492 by Christopher Columbus, who was a native of that city. The Chevalier A. M. F. Gianelli writes to the *Montreal Gazette* in the interests of the exhibition, and we quote a portion of his letter:

"Speaking as a Canadian, I would say that this is the first opportunity that Canada has had to make a display in Italy, and thus exhibit its resources and manufactures. Canada is by many, yet, considered the Siberia of North America, a barren, frozen country where, on account of our navigation being closed in winter, they think that we are for several months almost unreachable.

"There are many, indeed, who have no idea of the resources of Canada, of its climate; they do not know that everything that Providence can bestow grows here, with the exception of tropical fruits only. I hope you will join me in saying, 'Let us send an exhibit of some kind.' Our neighbors, the United States, will send all that they grow, and why should not we avail ourselves of the same opportunity? Let our Government make a display of the produce of the land and forest, of the mines, of the fisheries, and also of some of our industries. No doubt there are articles manufactured in Canada which Italy will not require, but there are things in which I am sure we will open a good lasting trade, such as our canned salmon, lobsters and tomatoes, etc., also our evaporated apples and the boneless salt cod-fish in packages, etc. An exhibition of our Canadian phosphates and asbestos will create a large business with Italy. Fur exhibits will prove remuner-

ative to the exhibitors, but they must send everything of the very best. It is quite common to pay three to four hundred francs for a lady's boa. I have seen some which cost from five to six hundred francs. Some may imagine that sunny Italy, as it is called, has no winter and that furs are not used, but such is not the case, for you will notice in Italy as many furs worn by the wealthy people as in Canada during their short winter season.

"An exhibition of Indian curiosities and fancy goods will sell rapidly. I would advise sending a squaw as attendant. I noticed at the Provincial Exhibition in Toronto last year some beautiful phaetons and Gladstones in natural woods which I am sure will find a ready sale. The exhibition is to last six months, commencing in June, hence it will still be open when our apples are in season. I would suggest sending an exhibit of them, for I am sure it would create a demand for the young trees.

"There is a line of steamers leaving New York semi-monthly direct for Genoa, making the trip in eleven days. The executive committee has made arrangements for reduced rates for exhibitors and their exhibits."

#### FOR DRY GOODS DEALERS.

It is the custom in some tailoring establishments to allow a discount for cash, of, say, ten per cent. Very often a customer will let his account stand unsettled long after the time has passed in which he is entitled to the discount, but will think himself particularly ill-used because he is disqualified for participating in the reduction. There are other stores again where no distinction is made between a cash and time buyer. Brown is told that the price of such-and-such a garment is so much. When his bill is rendered he pays promptly the full amount. Smith buys the same goods for the same money, but doesn't settle for four months or longer. He objects to pay interest, and the tailor has to be satisfied with the cash price months after the bill became due. Why should the tailor, or any other trader, put the cash and credit buyer on the same basis?

An item in a society journal announces the revival of the black satin dress, once so fashionable. Black is still the distinctively prevailing color for dresses in leading social functions in London, and an old-time favorite is making its reappearance after being long tabooed. This is the black satin gown, frock or dress, without which no British matron from the Noble Dowager down to the small farmer's good wife, would half a century ago have regarded her wardrobe as complete. In the height of its popularity it was dealt a terrible blow. Mrs. Manning, the murderess, with whose crimes the English-speaking world rang some fifty years ago, when hung, was attired in a satin gown. That proved the end of satin. Now these memories of the scaffold have died away, and the new generation see only that satin dresses made with severe simplicity set off fair faces with a charm that few other fabrics can give, and hold out a helping hand to place their grandmothers' pet on its pedestal once more.

"The thing with which I return home the most impressed," says an intelligent American woman who has lived abroad for some time, "is that of the real economy which exists among Europeans. At first we lavish Americans term it parsimony, and sniff at the accounting for candle ends in the household of a British peer or the careful thrift of the German housewife who binds her bed blankets