

of cash on hand, so that probably about a thousand law-suits will have to be entered by the receiver against those who have failed to respond to the last assessments levied. That's why they nearly all tried to terminate their membership at once, instead of bringing out those "pocket reserves" of which we used to hear so much. It is not safe to be in an "assessor" when she is about to become a "dissolver." Cheap enough when members are crowding in and paying up; but dismal in the extreme when everybody is trying to get out in time to escape a judgment of the court.

TOO MANY EGGS IN ONE BASKET.

We have seen the circular, dated 23rd inst., issued by Mr. W. A. Sims, manager, for Ontario, of the London and Lancashire Insurance Company, to that company's agents. It refers to the late destructive fires in Sweden, the losses from which amounted to upwards of \$10,000,000. Mr. Sims' object, apparently, is to draw the attention of the insuring public, through his agents, to the comparative safety of insurance companies having "the distribution of their liabilities all over the world," as compared with companies doing business in a limited sphere, confined perhaps to one county or province, or even to a single town. It seems that in the above fires one company, the Stadt Mutual, loses close upon \$2,000,000, and the worst feature of it is that the losses will have to be met by contributions from the very persons who sustained the loss. Such is the principle of mutual insurance. Reference is also made to the great fires in Chicago and Boston as illustrative of what is termed the fallacy of the protection afforded by local companies.

There is no doubt much to be said in favor of a company's risks being sufficiently scattered to prevent the inevitable result from a disastrous fire in any one locality. The greater the proportion of a person's eggs that are in one basket, the greater will be the loss—hence the wisdom of having fire risks well distributed.

CANADA LIFE ASSURANCE COMPANY.

This institution has reached that period in which it must feel the full weight of its contracts for indemnity; therefore it is certainly somewhat surprising that after it has passed its fortieth year, carrying a total risk of \$48,975,251 on 16,920 lives, only 151 deaths should have occurred during the past twelve months. The claims arising therefrom amounted to \$404,006, all of which have been paid. This light rate of mortality is surely some evidence of the careful selection of lives that has been exercised since the company's inception.

The continuous growth of new business is an indication of the popularity of the Canada Life. After declining 141 applications which would have amounted to the respectable sum of \$241,261, the actual new assurances of the year consisted of 2,257 policies, with a premium income therefrom of \$156,861. These covered in-

surances of \$4,781,075. Still another manifestation of the same character is the high average amount of these policies, i.e., \$2,118. If we except 1886, when the quinquennial profits were declared, the business of last year was the largest in the company's history. With this continued growth of new business there has been a corresponding increase in assets, which now reach \$8,954,064, certainly very large figures for a Canadian institution. This amount prudently and carefully invested, as it is, most assuredly affords the insured a feeling of security that cannot be realized by policy-holders in any assessment concern.

The management of this company appears fully alive to the wants of assurers. A year or two ago it introduced the non-forfeitable plan, which makes indisputable all policies that have been in existence for two years. Now it has adopted a system of tontine profit policies, whereby, as everyone familiar with insurance knows, the holders who survive such tontine period as they may select will obtain the benefit of the large accumulations of profits which arise out of this system.

The name of Mr. Adam Brown, M.P., who was elected to fill the vacancy caused by the death of the late Dennis Moore, appears, for the first time, in the list of the directorate. He, no doubt, has already proved a valuable member of the board, and replaces one whose demise is deeply regretted by his colleagues.

A LAWFUL COMBINATION.

Lord Coleridge recently, in giving judgment in the case of the Mogul Steamship Co. v. McGregor, Gow, and others, in London, said that it was one of the most important ever brought before him. The plaintiffs were a company of shipowners trading between Australia and England, taking China by the way. They were desirous of sharing in the carrying of the tea harvest of the late spring and early summer months, and the places for loading which were at Shanghai, the mouth of the Yangtze-kiang River, and Hankow. The defendants were a number of steamship companies and private persons trading mostly to China direct, and being desirous of getting this very valuable trade into their own hands and of preventing the ruinous lowering of rates they entered into what they called a conference, and offered a rebate of 5 per cent. to shippers by conference vessels. The conference was commenced in 1884, and during that year the present plaintiffs were admitted to share in its benefits. They, however, were excluded in 1885, but refused to acquiesce in the exclusion, and a conflict followed, the result of which was that both sides suffered severely. It was for the loss which the plaintiffs say they suffered that the present action was brought. The plaintiffs set up that the defendants entered into an unlawful combination against them, and bribed, coerced, and induced shippers not to ship with them. At the time of the conference the defendants ran steamers regularly all the year round from England to China and back again. They alleged that they could not do this at a profit, and would not do it at all unless they could practically monopolize this tea carrying trade, and it was the profits during the harvest that enabled them to run at a loss during other parts of the year. They said that there were

large public benefits accruing from this system. The plaintiffs say that the defendants unlawfully prevented them from carrying on their trade, and that great damage had resulted. The defendants answer that neither their intentions nor their acts were unlawful, but that the damage to the plaintiffs resulted through the defendants carrying on their lawful trade in a lawful manner.

What was the character of these acts, and what were the motives of the defendants in pursuing them? was the question asked by the Lord Chief Justice. The defenders had enormous sums of money embarked in their adventures, and they had a right to push their lawful trade by every lawful means, and they had the right to endeavour by all lawful means to keep that trade in their own hands. They had also the right to offer inducements to customers to deal with them rather than with their rivals. They might, if they liked, offer inducements to customers to deal exclusively with them by giving them notice that only exclusive customers would have these exceptional advantages. Of coercion or bribery, in this he could see no evidence in the sense in which these were used legally. As to the contention that this combination was unlawful because it was a restraint of trade, it seemed to him that it was no more restraint of trade than for two village tailors to give five per cent. off their Christmas bills on condition of their customers dealing with them and them alone. Restraint of trade in the legal sense had nothing to do with the case in question. There could be no doubt that the defendants tried if they could to exclude the plaintiffs from this carrying trade. This, he thought, was made out, but nothing more. All trade was carried on now under a competitive system, and what one gained another lost. It was the same in public life—in Parliament, at the Bar, in the professions—men fought on without much consideration for others, except to excel them. He could not say that the defendants had passed the line which separated reason and legitimate commerce from wrong and malice. In 1884 the defendants admitted the plaintiffs to their conference; in 1885 they excluded them, and were determined, no doubt, to make the exclusion complete and effective—not from any ill-will or malice to the plaintiffs, but because they determined to get this trade to themselves, and they surmised correctly that if they allowed the plaintiffs to share it for a time at least there would be an end to their gains. It was impossible not to observe that the plaintiffs were as reckless of the consequences to the defendants as they accused the defendants of being with regard to themselves. They were as determined to get in as the defendants were to shut them out. On the whole, the Lord Chief Justice came to the conclusion that the combination was not wrongful and malicious in the sense in which the words were used in law, and that the defendants were not guilty of a misdemeanour. The acts done in pursuance of the combination were not wrongful nor malicious, and therefore the defendants were entitled to judgment with costs.

—It would seem that the old method of mackerel catching off Prince Edward Island, by hook and line, would come into vogue again, as we learn that very few fish have been caught by the seiners, while those using the line have done well. One P.E. Island authority states that it looks as though boat seining by shore fishermen would have to be abandoned altogether for the old and cheaper mode of hook and line.