

foreign office by Consul Wyndham states that in the Chicago consular district there are four factories in the state of Illinois, three in Nebraska, three in Colorado; those in Nebraska and Colorado belong to the American Beet Sugar company, and one at Grand Junction, Rocky Ford, and Sugar City, and, when fully completed, will employ thousands of hands. The success attending the cultivation of sugar beet in this district has proved that it may be made a profitable and successful investment. A large factory has been built at Rocky Ford, Otero county, Colorado, which cost \$200,000 to build and equip. It is proposed to have it ready for the crop of the coming season. To supply it the farmers in the vicinity have contracted to grow 8,000 acres of beets a year for five years. From tests made they estimate their beets will yield 15 to 18 per cent. of sugar. The factory, when it is running at its capacity, will consume daily 1,000 tons of beets, which it will convert into about 100 tons of refined sugar of the highest purity. The beets reach maturity with a high percentage, and seldom go below 15 per cent.; 12 per cent. is taken as the basis of buying beets at the factory. The beets are grown by the farmers under contract with the factory, and paid for according to the saccharine contents. Determined by chemical tests made of samples taken from the wagons at time of delivery. In addition, the factory controls about 5,000 acres of land. Most of the land will be farmed by tenants, but only a portion of each farm is devoted to beets each year. Growers sell their beets based upon this basis encourages better farming and the raising of better beets. It is the only fair way, both to the raiser and manufacturer. At Sugar City a farm of 12,000 acres has been cultivated for raising sugar beets, and a factory has been built with a capacity of 500 tons every 24 hours. On the farm 1,000 men and women have been employed during the summer, and this season's crop will be converted into sugar. Next year fully 4,000 acres of beets will be in cultivation. The output will be increased as rapidly as possible, and every day the demand for workmen is increasing. It is estimated that the general average of sugar in the beets is 12 per cent. So far as the Arkansas Valley in Colorado is concerned this percentage is being largely exceeded, the minimum percentage of sugar being about 14 per cent., while the maximum has reached 23 per cent., with a coefficient of purity ranging from 80 to 85 per cent. The experts in charge of the factory at Rocky Ford have become thoroughly convinced that the Nebraska Valley is the ideal sugar-beet producer, thanks to its equable climate, ample supply of water for irrigation, cheap fuel and limestone, and an unlimited extent of available land for beet culture.

Note Given for Premium on Life Policy.

A case is reported in the "Insurance Press" in which the decision given by the supreme court of Wisconsin has considerable interest to insurance companies. The suit in question arose over a note being given in payment of the premium on a life policy. The report reads as follows: The policy in question was issued by the Provident Savings Life Assurance Society on the life of one Macdonald for \$5,000. At the time the application was taken by the society's agent, the applicant gave a note for \$15.25, the amount of the first premium payable in ten days after date. The application signed contained the usual provision that the insurance should not become binding until the first premium had been actually received during the lifetime or good health of the applicant. The risk was accepted by the company, the policy issued and sent to the agent for delivery with a voucher to be delivered on the payment of the premium. A few days after receiving the policy and voucher, the agent tendered them to Macdonald and demanded payment for the note. The note was not paid, Macdonald excusing non-payment by saying that his wife was not satisfied with his taking the insurance. The policy was left with Macdonald, the agent keeping the note for collection and the voucher, both of which were then deposited in the bank for collection. The time of the note was ex-

tended thereafter to November 16, 1898.

Macdonald died on Nov. 23. The note had not been paid. The society had no knowledge of the existence of the note until after the death of the insured. The company denied liability on the ground that as the first premium on the policy had not been paid, the policy never went into effect. The beneficiary brought suit to recover. On trial, the agent of the company testified that the policy was delivered to Macdonald merely for his examination. He said he took the note because he wanted to "tie Macdonald up." The jury rendered this decision: The policy was manually delivered by the general agent to Macdonald. Such delivery was made with the understanding that the policy should from that time stand as a completed insurance contract. The note was accepted as payment of the first premium, the agent, on behalf of the company, waiving the terms of the policy, providing that it should not go into effect until the payment of the first premium.

The circuit court denied a motion for a new trial. On appeal to the supreme court a reversal of the decision was secured and a new trial ordered. The supreme court held that there was no evidence to show that there had been a waiver of the stipulation that the policy should not go into effect until the first premium was paid. It also held that the note was not the equivalent of a cash payment, that it was merely an evidence of indebtedness.

Our contemporary regards the above decision as denying that a note is the equivalent of cash, and the question therefore arises whether policies under such circumstances are actually in force or not. The agent, of course, has authority to waive the payment of the premium in cash, either verbally or in writing, but according to the decision of the Wisconsin supreme court it appears necessary for the beneficiary under the policy involved to furnish "prima facie" evidence that such a waiver was given.

A case involving a somewhat similar issue has just been decided by the United States court of appeals at Boston in favor of the life insurance company. One of the conditions of the policy was, that it should not be in force until the first premium had been paid in cash and a special receipt therefore given by the agent. The policyholder in this case gave a note for the premium and died before any cash payment was made. The company claimed that as there was no evidence proving that the premium had been paid in cash, or that an agreement had been made to pay it in cash, the policy was not in force. The lower court decided against the association, but the court of appeals ordered a re-trial, the result of which was awaited with much interest.

Petroleum Refining.

The census office has issued a bulletin on the industry of petroleum refining, prepared by E. W. Farker, of the geological survey, as an expert special agent of the census. It covers the calendar year 1899. It shows that to produce refined petroleum to the value of \$123,929,394 materials to the value of \$102,859,311 were consumed, showing a difference in value between the raw material and the finished product much smaller than is common in industries of a more complicated character. The report says "It is a somewhat notable fact that 12,199 wage earners were employed by the sixty-seven establishments operating the seventy-five refineries, the statistics of

which are included in the report. The invested capital is \$95,327,892, which represents the value of the lands, buildings, machinery, tools and the live capital required to carry on the business, but does not include the capital stock of any of the corporations. The value of the products from the use of this capital was \$123,929,381, to produce which involved an outlay of \$6,717,081 for wages, \$102,859,311 for raw materials and 3,330,851 for miscellaneous expenses. The census schedule, however, takes no cognizance of the cost of selling manufactured articles, or of interest on capital invested, or of the mercantile losses incurred in the business, or of depreciation in plant. Of the 12,214,661 barrels of refined petroleum produced in 1899 not less than 16,696,809 barrels, or nearly 40 per cent, were exported to foreign markets.

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