the recent Ogdensburg fire. But it was still more graceful of the Prescott boys to return the money, saying that they expected no payment for acting in a neighborly and kindly way.

The reward of $500 offered by the Welland authorities for the finding of the fire-bugs who burned Creese's hotel in that town, has been claimed by several parties; or rather, various persons lay claim to at least a share of it, and the council are undecided as to who is entitled to it. Mr. Jonas Crouch puts in a claim for the whole sum, saying that his exertions discovered and convicted the perpetrators. He sues the corporation for the amount, the case is to come on at the assizes shortly. There is one satisfaction about the matter, which is that the culprits are in "quod."

The millers intend to do their own insurance business, just as soon as the weather gets a little cooler. It was too warm in Hamilton last week to organize the new company, and they wisely adjourned the meeting until the 9th inst. Should the weather be very hot at that time, they would do well to further postpone the organization. To establish a company able to do cheap insurance, in the present condition of business, requires a cool and well-balanced brain. The stock companies would be placed under obligations to the new concern, should it insure the mills of this country, for they have usually found that class of risks a losing game. Seriously, have the worthy promoters of this new enterprise estimated the difficulty there will be in getting a sufficient number of risks of this sort in Canada to form a general average?

According to the figures furnished by the New York *Chronicle*, the losses to the companies by fire in Canada during the six months ending June 30th, 1876, were $2,013,900; 1877, $8,944,100. These latter figures include the losses in St. John, N.B., also the losses in St. Johns, Quebec, during the same month. The amount for the first six months this year was $1,728,300.

Life Insurance companies are not unfrequently blamed for resisting the payment of what are alleged to be just claims. One Mrs. Wackerlie, residing in Detroit in 1869, made a bold attempt to rob two insurance companies. She had her husband's life insured for $7,000 in the New York Mutual and Ætna of Hartford. Her husband subsequently left her, and after some time she went to St. Louis, and thence to Texas, ostensibly in search of him, and in that remote State she procured some very equivocal affidavits from freed negroes who could neither read nor write, that her husband had been employed on the Texas and Pacific Railroad, and was there killed. Mrs. Wackerlie had the body of her husband exhumed, and although the corpse had remained in the bowels of the earth for four years, she at once recognized it as that of her husband. She reached Hartford with these proofs of her claim; but the company was unconvinced, and though her case excited the deepest sympathy, the evidence was of such doubtful character that Mrs. Wackerlie was invited by the company to commence proceedings in Louisiana and agreed to accept service. Thi was done and the case tried, and a verdict was given in favor of the claimant, with interest from 1872. From this the company appealed to the Supreme Court, and only a few weeks ago the case was appointed to be heard. During this interim the husband was residing in California, and was anxious to know what had become of his wife, whom he said he had to abandon under apprehension for his life, after she had extorted from him his land, his money, his policies of insurance, and everything of value.

The Metropolitan Life Insurance Company, of New York, has commenced a suit for compensation from the Metropolitan Elevated Railroad Co., and estimates its damages at $250,000. It purchased its present building on the corner of Park place and Church street under flattering circumstances of business position, and at considerable cost adapted it to its purposes, and now find that the various suits of superfluous offices which they have for rental are greatly depreciated in value since the erection of the elevated railway, owing to the noise and shutting out of the light and air so necessary, especially in a dense city. For instance, the basement floor, which was worth $3,000 per annum before the road was built, will now rent for only $500. It is a nice thing to have rapid transit over the tops of houses in a large city, and it may be questioned whether the Legislature can grant such power without at the same time seeing that private rights are properly regarded.

LAW *VS.* HAND-IN-HAND MUTUAL FIRE INS. CO.

In this case the company set up a defence to the action against them that the risk had been increased by the erection on the premises of a steam engine, whereby the policy was avoided. It appeared that the plaintiff had notified the Company of the fact at the time the engine was erected, and was therupon informed that he must pay an increased premium, which he refused to do, saying that the amount asked was too high. Then the matter was allowed to drop, and no further objection on this score was made until after the fire occurred. It further appeared that when, by the terms of the policy, the renewal premium became due (after the engine had been erected and the company notified thereof), the plaintiff received the usual notice from the agent to whom the renewal receipt had been sent from the head office. The plaintiff then paid the premium and received the renewal receipt. The same thing occurred when the next renewal premium became due.

Under these circumstances the Court of Common Pleas held that the Company were precluded for setting up such a defence, as they had themselves treated the policy as subsisting and received the premiums, thereby waiving the objection on which they now sought to rely.

McEdwards *v* McLean.—In this case the Court of Queen's Bench has decided that the Insolvent Act does not take away the right of a landlord to distrain for past due rent which may now, if this decision is good law, be exercised even after the assignee in insolvency has taken possession. It appears however, that the opposite has been laid down by the same court when composed of different judges in the case of Munro *v* The Com'l Building Society decided several years ago. Singularly enough the case just mentioned appears to have been entirely overlooked by both the Court and the learned Counsel who argued this case. It is most unfortunate that there should be this conflict on a point of such importance, and one that is likely to arise many times in the future as it has done in the past. As a matter of common sense the decision in this case cannot, we think be upheld, whatever its merits from a strictly legal point of view may be. If it is to be followed, the practical result will be that the assignee will be compelled to advance the money to pay any claim for rent which the landlord may choose to make before he is allowed to deal with the goods of the estate without being afforded, it may be, any opportunty for ascertaining whether the claim be correct. Nothing could well be more unreasonable to require from an officer of the law. And even if the claim be undoubtedly correct, why should the landlord be paid in advance as well as in full? Indeed, Mr. Justice Armour in delivering judgment appears to realize that the principle he seeks to establish will be productive of injustice, but thinks the remedy must come from the legislature. No doubt it would be preferable had the Insolvent Act expressly prohibited distress after insolvency, but the learned Judge who decided Munro *v.* The Commercial Building and Saving Society thought that the 50th section of the Act of 1869 corresponding to the 125th section of the present Act did practically abrogate the remedy which the landlord ordinarily has, and no doubt the Court would have followed that decision as one binding on them had their attention been called to it. Perhaps the best cure for the evils arising from the right of distress would be its total abolition, though that is something for which we can scarcely hope for some time to come so strong are the interest that would oppose the change. In the meantime let us look for a decision on this point from a higher Court, for if there is anything worse than a bad law, it is an uncertain one.

—The Chicago *Railway Age* says that twenty-eight Railways have been sold under foreclosure during the past six months. While these companies have been wiped out of existence, to be succeeded by others on a much smaller capital basis, the same fate has been rapidly overtaking a number of others. The number of roads placed in the hands of receivers in the six months named is fourteen. These figures when compared with those of the corresponding period show a decrease in the foreclosures and an increase in the am't of capital partly wiped out. From this it will be seen that Railway property in the United States has not improved as fast as was expected some time ago.