Mr. B. E. Walker, general manager of the Canadian Bank of Commerce, has been nominated for a seat on the Board of Education, Toronto. For one of his eminence and multitudinous duties to accept such a position, would be a great sacrifice to him, and a distinct gain to the cause of education in Toronto. If the citizens desire to raise the tone of public life and secure the services of those best qualified to discharge public duties, they will elect Mr. Walker, by acclamation.

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Sir Wilfrid Laurier is reported to have given an explanation of what he meant by his alleged desire that in Canada he conferred the treaty-making power. His ideas are expressed as follows:

"The Dominion would not demand absolute treaty-making powers, but the arrangement of the preliminaries of all treaties affecting her trade and territory, leaving to the Sovereign the responsibility of vetoing them if his ministers thought it desirable in the interests of the Empire."

Speeches made in Parliament are usually reported by the daily Press too hurriedly for revision by the speaker, and comments upon them, written also hastily, are too apt to ignore the possibility, or probability of these reports not being strictly correct. It is hardly fair to pounce down upon a public speaker for his using an expression that is open to criticism before he has had an opportunity to state his views more clearly.

RECENT LEGAL DECISIONS.

FIRE INSURANCE, IRON SAFE CLAUSE, WAIVER OF CONDITION.—In an action in the Superior Court of Florida, against the Liverpool & London & Globe Insurance Company, the following points were decided:

The "iron-safe clause" usually found in policies upon stocks of merchandise, which requires the assured to take and preserve an itemized inventory of stock, and to keep a set of books, and to keep such books and inventory securely locked in a fire-proof safe, or in some place not exposed to a fire that would destroy the building containing the merchandise, and provides that failure to take the inventory shall render the policy void, and that in the event of failure to produce the set of books and inventory for inspection, the policy shall also become null and void, and such failure shall constitute a perpetual bar to any recovery; is a promissory warranty in the nature of a condition subsequent. A breach of such a clause is a matter which the company must affirmatively set up, and not a condition precedent performance of which is required to be alleged in the action against the company.

A clause in an insurance policy that "the use of general terms or anything less than a distinct specific agreement clearly expressed and endorsed on the policy, shall not be construed as a waiver of any printed or written condition or restriction thereon" may, itself, be waived. Thus where the company adjusts a loss, and promises to pay the policy, after full knowledge of a forfeiture accruing by reason of ACCIDENT INSURANCE, RECEIPT ISSUED WITHOUT the breach of a promissory warranty on the part of the assured, it will be bound, notwithstanding the fact that such waiver was not endorsed on the policy. The adjustment and unconditional promise to pay the loss, with full knowledge of the forfeiture, with no reservation that the waiver was to be endorsed upon the policy, will bind the company to such waiver, notwithstanding the clause referred to. (Tilbs v. Liverpool & London & Globe Insurance Company, 35 Southern Reporter 171).

PAYMENT OF PREMIUM.—In an action upon an accident policy issued in New York State, by the wife of the assured, who had died from an accident, it appeared that the renewal receipt had been sent by the company to the assured in his lifetime, before the premium was paid. This he handed to his wife. In a judgment in favour of the company, judge Laughlin said: "If an insurance company sees fit to forward renewal receipts to policyholders, and give them credit for the premium, it will not do by mere proof of this custom, to cast the burden upon the representative of the deceased policyholder, to show that the premium, for payment of which the company has issued its formal receipt, has been actually paid. This would be placing upon the representative a burden that ordinarily would be impossible for him to bear. The company is not prevented, however, from showing, that the premium has not actually been paid; but in a case of this kind, the company should be required to produce evidence tending directly to show that it did not in fact receive the money.

When a receipt for a disputed premium, signed and issued by the company's general agent is produced, this establishes a "prima facie" case of payment in favour of the plaintiff. And where the company then seeks to introduce evidence, that a clerk in the general agent's office who had charge of issuing the receipts and collecting the premiums had died without accounting for the premium in question, and other evidence of the company's custom of issuing and mailing renewal receipts two weeks prior to the expiration of the policies, and this whether the premium was paid or not; it was held that such evidence was not admissible.

It was also held, that whether the premium had, in fact, been paid or not, was a question for the jury, and that the production of the renewal receipt did not shift the burden of proving payment from the plaintiff to the company. (O'Connell v. Fidelity and Casualty Company, of New York, 84 N. Y. Supplement 315).