

cases could ill afford the loss, a transaction which could scarcely be looked upon, morally, as anything short of obtaining money under false pretences."

THE MONETARY TIMES has for years been exposing the unsoundness of endowment schemes with such alluring names as the Order of the Iron Hall, the Order of Tonti, the Order of Aegis, the Royal Ark, the Septennial League, the Sexennial Society, the Benevolent, Industrial, Friendly this, that, and the other, and has been called to account for using strong language about them. But it has not said anything more severe upon the system than the authorities quoted above. Nay, even Mr. L. G. Fouse, who was a few years ago upon a committee with Mr. E. B. Harper and other well-known advocates of assessment assurance, declared in his paper that: "What are known as endowment or maturity certificates should be absolutely prohibited, unless the society collects enough in advance from each member to meet his own certificate at maturity." This no one will pretend has been done in the present case.

The Canadian Superintendent of Insurance, too, considers endowment contracts "quite unsuitable to the assessment plan of insurance." And he urges that there be a provision inserted in every charter hereafter granted by Parliament to assessment insurance concerns, forbidding the making of endowment annuity contracts. His conclusion, after discussing this society's claims very fully and citing authorities, is that "the applicants cannot be considered in any sense an organization such as contemplated by section 43 R.S.O.; and therefore for this reason also their charter should not be granted as asked."

The Superintendent has also reported upon another organization—the Canadian Order of Home Circles, which, though incorporated on 28th October, 1885, under cap. 167, R.S.O., is now applying at Ottawa for a special Act of Incorporation. This society is on the assessment plan, does not provide a reserve, but undertakes to pay, if the assured reaches age expected, one-half the amount of his certificate. A pretty severe paragraph of this report is that on pages 2 and 3, thus: "This society, which by reason of the fact that endowment is provided for, should accumulate a fund to meet this liability, not only has no reserve fund on hand, but there was, at December 31st, 1890, as shown by the schedule, an actual deficit of \$2,487.15." The balance of the Beneficiary Fund in the bank 31st December, 1880, amounted, says the report, to \$6,512.85, while there were five death claims for \$9,000 unpaid. The Superintendent does not favor the giving of parliamentary support to a business conducted thus. His advice is that the charter, if granted at all, should provide only for payments at death of members, and expressly forbid endowments. Also that the new society, if incorporated, shall not be made liable for the engagements and contracts of the existing society.

The conclusions of this official in these matters are such as were to be expected from one whose business it is to see beyond

the specious exterior of things. He sees the unsoundness of the basis of these societies, and gives warning that they cannot last. "Something for nothing or next to nothing" is an attractive bait to fools or to speculators, but it is proper and necessary to protest against the attempt to use it in so important a matter as life assurance.

HUDSON'S BAY RAILWAY.

At last it looks as if the completion of the Winnipeg and Hudson's Bay Railway was assured, by the resolution of the Government to give it a cash subsidy of \$80,000 a year, to be computed from the day the work is finished. Singularly enough, Mr. Dewdney, who introduced the resolution, represented it not as a through line, but as a colonization road, the cost of which he put as low as \$15,000 a mile. The chief value of this enterprise has always hitherto been represented as consisting in its opening up a new route, by way of Hudson's Bay, and this is its true significance, though it will of course serve at the same time as a colonization road, by which is meant a means of facilitating settlement along the line. In a larger sense, so far as it may serve as an outlet for the produce of Manitoba and the North-West, it will aid colonization as far as the Rocky Mountains. The value of the navigation of Hudson's Bay will be put to a practical test. Reckoned in mileage, this route is a great shortening of distance to Europe; it remains to be seen whether it will be so in point of time. Time and cost form the true test, the measure of distance for the purpose of transportation being, taken by itself, fallacious; but equal time on water and on rail does not imply equal cost. Ontario, too, is looking in the direction of Hudson's Bay, with the object of connecting with that water by rail. But as the route is an experiment, she can well afford to stand by while it is made from another point. In this way she will be in a position to take advantage of experience. Should the route, for practical purposes, prove a failure, Ontario will be able to congratulate herself that she has not lost heavily by it. For colonization purposes the road she is pushing in that direction is absolutely necessary, and as her territory extends to James' Bay, she cannot well, in any case, stop short of that point.

—Vast quantities of the river herring, alewife or gaspereau, as it is variously called, are found dead on the shores of Lake Ontario. No better use for them has been found, it seems, on Toronto island than to bury the dead fish in sand, which does not disinfect, a contrivance of the health officer. As fertilizers, however, their value would be very great, and this is the proper use to put them to. It will be strange indeed if no one be found to set the example of utilization in this way.

—Strawberries in Essex are an excellent crop, says the Chatham Planet. Cherries, plums and pears will be abundant, while peaches are injured materially. Apples will be a fair crop. All grains look excellent, and hay, though short, will be heavy. Upon the whole, the outlook is exceptionally favorable.

DECISIONS IN COMMERCIAL LAW.

LONEY v. OLIVER.—In an action for damages for breach of an agreement by the defendant to convey land to the plaintiff, the plaintiff alleged that by reason of the breach, certain other persons, to whom he had agreed to sell the land, refused to carry out their agreement with him, and he lost the sale and was deprived of a profit. It appeared that the plaintiff's agreement to sell was prior to his agreement with the defendant, and that the defendant had no notice or knowledge of the prior agreement.

Held, that the plaintiff could not recover for the damages claimed, for the loss of the sale did not naturally flow from the breach of the defendant's agreement. If damages were recoverable at all, the true measure would be the increased value of the land at the time of the breach over the amount of the purchase money; but no evidence was given of any such damages, and evidence of the bargain that the plaintiff made with the other persons, before he bargained with the defendant, was not evidence relevant to this inquiry.

MOODY v. CANADIAN BANK OF COMMERCE.—After the recovery of judgment by the defendants against the plaintiff for a debt and costs, the plaintiff recovered judgment against the defendants in a separate action for damages for malicious prosecution and costs. Before the verdict for damages was actually given the plaintiff executed an assignment to a trustee for the benefit of his creditors of the amount of any verdict which he might recover; but this assignment was not delivered until after the verdict had been rendered, and an order for the entry of judgment upon it made by the trial judge. *Held*, that at the time the assignment was delivered the claim to damages had become a judgment debt, and as such a debt which should be set off under the principle of s. 23 of R.S.O., c. 124; and, upon the application of the defendants, an order directing a set-off was made.

HOPE v. LAUT.—To avoid a transfer as a fraudulent preference under R. S. O. ch. 124, sec. 2, the person to whom it is made must be a creditor in respect of the transaction attached; and a surety for an insolvent who has not paid the debt for which he is surety, is not a creditor within the meaning of the Act.

BRITISH COLUMBIA.

A very painstaking and complete report is that of the Vancouver Board of Trade for the year 1890-91. It contains statistics of shipping, manufactures, imports and exports, aggregate business in various lines of wholesale trade, joint stock companies, &c., &c. An excellent feature, and one worthy of imitation by similar bodies in new districts, is reports upon the agricultural and horticultural conditions in certain localities in the Province. For example, we are told that at Agassiz, the site of the Government Experimental Farm, "both hops and sugar beets do well; all kinds of cereals do well; all sorts of vegetables are grown." And at Alberni, on Vancouver Island, "land is \$10 to \$50 per acre; potatoes yield 400 bushels to the acre, carrots 900 bushels; there is room for more industrious families, and for a good sawmill." At Cariboo, where market is found with the miners, "barley, oats and timothy hay grow to perfection, wheat is a good crop in southern districts, hops would do well in the lower, the soil is