ance clause; and there are four different forms published in which the rate is proportioned to the amount of co-insurance—the minimum rate being for the eight per cent. insurance. The ten per cent. is to be added when the insurance is for 70 per cent. of the value, 20 per cent. for 60 per cent. value, and 40 per cent. when the insurance is for only 50 per cent. of the value. Suppose the rate in any given case, when the insurance is 80 per cent. of the value, to be $1.00; in the 70 per cent. value it is 1.10; in the 60 per cent. value $1.20; in the 50 per cent. value it is $1.40. This method obtains the name of graded co-insurance. It is supposed that this increase in the rates of insurance, when property is under-insured, will lead to increased lines of insurance. This discrimination in the rate based on the percentage of the property, covered by the policy, is a reasonable one—the rate increasing in proportion to the increased liability assumed by the company as to the value at risk.

This is probably the nearest approach yet made to the solution of the difficulty always experienced as the result of under-insurance. It is sound in principle, and therefore equitable to the insurer and insured alike. If some adequate check is put on over insurance, very many of the incendiary fires, now too frequent, would be averted.

NOTES OF A VISIT TO THE NORTH-WEST.

CONCLUDED.

I have hitherto said little about the centres of population in Manitoba and the North-west. Of these there are few. It cannot be expected that in an agricultural country it should be otherwise. Towns and cities don't spring up by magic, not even in mining centres. Manitoba has developments quite as remarkable as any of the western States under similar conditions. Winnipeg, I fancy, is a much better place than Chicago was at the same age. Winnipeg, in fact, is a very remarkable sort of place for its circumstances. There are finer buildings of all sorts than there are in almost any city of its years and size on the continent, and there is plenty of bustle and stir about the streets, even after three years of heavy depression. The amount of business life and activity about the place is really remarkable, considering that only three years ago it seemed to be threatened with general bankruptcy. Winnipeg is certainly in a far better condition now than Toronto was in similar circumstances after the great breakdown in 1858. It has undoubtedly a considerable amount of solid business, drawn from all points of the interior. The population of the capital in proportion to the population of the whole province is remarkable. Nearly one fourth of the whole people of Manitoba are gathered in this one city. If the population of Manitoba should ever reach a million, Winnipeg is not likely to maintain as large a proportion as it now has, but it is quite likely to reach 100,000 under such circumstances. But it is the interior development which feeds the cities. As Manitoba and the North-West grow, so will Winnipeg, though it may be thirty years before the population reaches large figures.

The condition of the interior will be appreciated when we remember that all over the enormous territories of the North-West there is not a single town that has a population of five thousand people. Brandon is a lively, business-like little place with a magnificent agricultural country round about. Its prospects are excellent. Calgary is about the newest place in the whole region, has some two thousand people and is growing fast. It is the centre of an immense ranching country. There are a number of other small places, some of them called cities, which have a population from five hundred to a thousand people. In the course of years these may grow to be respectable towns. They correspond to what most of the towns in Ontario were forty or fifty years ago. But they will probably grow faster.

There are two great coal centres, both in the region of the Rocky Mountains. Lethbridge produces a good bituminous coal, Anthracite (a very ill-chosen name) a fair quality of that deecription of coal. Both may grow indefinitely. But the general impression in travelling through the country is how very small a number of people there are in it. And along with this there arises a sort of indignation that places in the old land are kept swarming with people who must always be at the starving point, while this enormous and fertile country is almost empty.

VIATOR.

A MODERN INSTANCE.

A firm in the Maritime Provinces sent us last month, as a curiosity, a commercial document which tends to make the reader, if a creditor, rub his head and enquire, "Should we not be better off, in such cases, with an insolvency act?" We give the gist of the paper, which is a statement of John Quirk's affairs, of Charlottetown, as submitted by Messrs. Carvell and Quirk:

Assets.

Real estate, said to have cost		$21,000 00
Personal property—		
Goods in store	$ 540 73	
Book debts	1,413 61	
Tools, stable stock, shop fixings, and household effects	1,669 79	
Cash on hand	25 00	
		3,649 13
		$24,649 13

Liabilities.

First mortgage on real estate	$ 6,794 11	
Judgments due	4,426 74	
Total first claims against the real estate		$11,220 85
Preferred claims	$ 5,260 00	
Unsecured claims	4,671 43	
		9,931 43
Total liabilities		$21,152 28
Should the real estate sell for its cost, as here stated, there will probably be a surplus of		3,496 85
		$24,649 13

The trustees say that they "do not believe the real estate, if sold now, will yield the amount of the first claims against it, after the first mortgage has been satisfied. Should there be a surplus of the real estate fund it must be used, as far as it will go, to satisfy the judgments in their order. Should there be a surplus after that, it will go to the preference creditors, and if any surplus after that, to the unsecured creditors."

Leaving the real estate out of the account, as an asset, since it would hardly yield more than the mortgage and judgment, if that, it follows, then, that out of $9,931 of other claims, $5,260 is secured. But to pay these secured persons, there are personal assets to the value of only $3,649; and as "five into three, you can't," they will have to be content with sixty-nine cents instead of a hundred; while the poor unsecured claimants for $4,671 will not get a cent to bless themselves with. Not the least interesting feature of this case is that Mr. A. J. Quirk, one of the trustees, and a son of the debtor, is secured for $2,200 and another son, younger, has security for $900. In one sense they may be said to be a very attached, that is to say united, family.

This month we get, from a Montreal house, a circular signed by the assignees of Clark & Robblee, of Summerside, P. E. I., a meeting of whose creditors takes place on the 25th inst. It is therein stated that: "The deed (bearing date 6th instant) provides that no dividend shall be paid to any creditor unless he accepts the provisions thereof and executes at the office of the undersigned a release to Clark & Robblee in full discharge and satisfaction of his claim against them." This is plain talk, at any rate. It is equivalent to saying to creditors: "Gentlemen, you shall take exactly what we choose to give, and as we choose to give it and when we choose to pay it, and then you must say 'thank you' and release us, or else bad luck to the shilling you will get at all at all."

These cases are sent to us, probably, as indicating the need of an insolvency act. But there are numbers of other persons who contend that an insolvency act is only evil and that continually, as proven, they say, by the experience of the past. The thing which these instances prove to us is the extreme and unhealthy cheapness of credit in commercial circles.

RECENT LEGAL DECISIONS.

CITIZENS' NATIONAL BANK VS. BROWN.—The Supreme Court of Ohio has given an important judgment, deciding that where a non-negotiable draft is lost, the owner need not give a bond of indemnity to the payer before being entitled to recover on the lost instrument.

B. deposited in a bank $1,125, and was given therefor a certificate of deposit drawn to his own order, which he lost before he had indorsed it. The Bank refused to pay him the money unless he gave a bond of indemity to secure it against any legal demand by any holder of the certificate. The Bank relied on the necessity for this bond as a defence to an action brought by B. for the money, but was adjudged wrong. The Court held that the certificate, though a negotiable instrument, was not a negotiable instrument when lost by the payee, for it had not been indorsed by him. No one could make title through a forged indorsement to the certificate and then be in a position to sue the Bank, therefore the Bank had nothing to be indemnified against. It was contended that the words in the certificate "payable on return of this certificate," gave the Bank the right to hold the depositor to the letter of the contract and to refuse payment until the certificate was surrendered or a bond of indemnity given. To this it was answered that an inability to return the certificate, by reason of its loss, cannot operate as a payment or satisfaction, and the maker is not thereby discharged. Having failed to return the certificate, though required to tender an indemnity in cases where the Bank would not be safe in paying without such return, the payee should not be required to go further and indemnify when the certificate was not negotiated at the time of its loss, and its non-delivery to the Bank would not subject it to a second payment.