

ments. Exaggeration may be expected to run riot and all sorts of imaginary grievances to be conjured up. The action of the Senate is sure to find support in the report which will be based on evidence so collected. Whatever else may happen, the fishery arrangement is not likely to be renewed in its present shape.

#### DOMINION PROMISES & DOMINION LANDS.

—Any policy, having the least resemblance to repudiation, is naturally abominable in the eyes of Canadians. There is much agitation in Manitoba by reason of the Government, in its regulations for disposing of public lands for Pacific Railway purposes, having announced that it will not accept either scrip or bounty warrants in payment therefor. Now the scrip was issued either in satisfaction of the admitted claims of half-breed heads of families or in extinguishment of the recognized rights of the original settlers in Manitoba to what is known as the "outer two miles" or "hay privilege." The following is the inscription on one of such scrip:

[No. ....]

[No. ....]

#### DOMINION OF CANADA.

##### DEPARTMENT OF THE INTERIOR.

##### *Dominion Lands Branch.*

The Bearer hereof is entitled to an allowance of One Hundred and Sixty Dollars in any purchase of Dominion Lands.

Issued at the Dominion Lands Office, at Ottawa, this 8th day of June, 1876. \$160

D. LAIRD,  
Minister of the Interior.

Entered:

J. S. DENNIS,  
Surveyor-General.

Authorized by 37th Vict., cap. 20.

Turning to the advertisement of the proclamation recently issued we find the following words form its heading:—"Regulations respecting the disposal of certain Dominion Lands for the purposes of the Pacific Railway." Seeing that the scrip purports to be available in "any purchase of Dominion lands," surely it cannot be rejected when offered as a legal tender in payment for "certain Dominion Lands." The bounty warrants have been granted to Canadian Volunteers or Mounted Policemen in requital for recognized services in the North-West, and on the face they purport to be authority to the grantee to locate a quarter section (160 acres) of any Dominion lands for sale at one dollar per acre. Some explanation is clearly demanded as to the moral, as well as legal, grounds upon which these warrants are to be refused in payment for Dominion lands in Belts E and D. No political attacks will be in order upon the

exposure of this example of what certainly would appear to be governmental "blundering," for by the Order-in-Council, passed by the late administration, Nov. 9th, 1877, scrip and bounty warrants were alike expressly prohibited from employment in the purchase of railway lands.

#### FALSE ADVERTISING.

The length to which the vendors of certain wares go in praising their own goods, and in casting reflections upon those of their neighbors would lead one to infer that there was no legal redress for falsehoods uttered in the course of business advertisements. This is a mistaken impression; and though it is not often that reparation is sought in the courts for such an injury, the result in a few cases shows that the arm of the law is long enough to reach and strong enough to punish such misconduct.

A case came recently before the Court of Common Pleas for Ontario where the parties were the proprietors of two lightning rod concerns. The complaint against the Defendant was that he advertised stating that he could furnish the same or even better rods for from 7 to 10 cents per foot, than those for which the Plaintiff charged from 37 to 42½ cents per foot. It appeared in the course of the trial that the Plaintiff's charges of 37 to 42½ cents included not only the furnishing of the rods but the putting of them up, while the defendant's charges were for the rods alone.

The Jury found the defendant had made the statement complained of, that it was substantially incorrect, and made with the intention of misleading the public and injuring the Plaintiff. A verdict was rendered for the Plaintiff with damages fixed at \$4,000. Against this verdict the defendant moved in term, but the Court held that an action for damages for libel, was sustainable under the circumstances. The Judges however considered the verdict as excessive, and ordered a new trial unless the Plaintiff consented to reduce the amount to \$1,000.00. This we understand the Plaintiff agreed to do.

Another interesting question arose between the same parties in another suit in the Court of Queens Bench. This action was brought against the defendant, who was the Plaintiff in the other suit, above described, for enticing certain of the Plaintiff's servants and agents to desert his service. It was held by the Court that such an action was maintainable, and that the measure of damages was not necessarily confined to the loss of services, but that the Jury were justified in giving ample compensation for all damages resulting from the wrongful act.

Competition is no doubt beneficial in the much abused lightning rod business as well as any other. It should however be within reasonable limits, and it is well that business men should understand that they are amenable to the law, if they go too far in fighting their rivals.

—A subscriber asks us whether we consider an insurance company justified in making an extra charge of ten cents per \$100 for four days insurance (on policies covering farm property) in cases where the parties insured employ a steam engine for threshing or other purposes. We consider an extra charge under such circumstances not only proper, but necessary. Extra exposures, such as these unquestionably are, require extra payment to cover them. The employment of an engine using coal, wood, or what not as fuel, within a few yards of barns and straw-stacks, constitutes an extra risk; that risk ought to be paid for; and we do not regard the sum named as at all excessive under the circumstances. We learn upon enquiry that the British America, the Western, the Sovereign (late the Isolated Risk) the Union and the Scottish Commercial, all make the charge mentioned, and we have no doubt that any English companies doing a farm business, would also insist upon it. The London Mutual, however, has made an arrangement, we understand, with the maker of a certain portable farm engine, by which, upon the payment to that Company of one dollar for each such engine, permission is given to its policy-holders to use the engine upon their premises without paying extra premium. This is a very agreeable arrangement for the farmer; but we should think the insurance company must regard the engine as an unusually safe one in point of sparks or explosion, when they accept so small a compensation for the risk run. There have been two instances in Ontario within a very short time of explosions of farm steam engines; and we are not aware that these machines are brought to such perfection amongst us, as to remove all danger from their sparks or cinders.

—Referring to the need of a repairing dock for this city, where steamers and vessels might be refitted without, as in the case of the "City of Toronto," going to an American port, a correspondent of the *Mail* mentions a design for a floating dock, patented by Messrs. Clark, Stanfield & Co., of London. The cost of one of these docks, capable of raising a vessel of 1,000 or 1,200 tons, is \$75,000, and one capable of raising vessels of 500 and 600 tons can be bought for \$40,000. We agree in considering the subject worthy the attention of the Harbour Trustees.

—The River du Loup section of the Grand Trunk Railway passes this week into the possession of the Dominion Government, the agreement as to its purchase having been duly signed. It is stated that that portion of track will be at once placed in satisfactory running order, which is much to be desired in the interest of both importers and shippers, for the detentions upon it were becoming a serious drawback. The dismissal, by the G. T. R. Co., of a number of its employes at River du Loup, consequent upon the change, has given rise to threats of violent detention of trains.