been respectively, 13, 14, 13, 10 and 20. The Mutual Relief Society, of Rochester, had 13,524 members in 1886, and after adding several thousands of new ones, has now only 5,850, and those few rapidly getting out, like rats from a sinking ship.

A sharp rheumatic twinge, or a racking cough, or a bilious feeling, decides the old man to remit once more; while the healthy young man decides that double assessments are not what he expected or bargained for, and consulting the rate-table of a solid company he finds a trifling addition would secure a regular policy. What wonder if he takes action accordingly and advises his friend to do the same.

The fine theories of the officers and puffers of some of those societies, about "new blood" renewing the membership, and about the "average age decreasing" from this source; the balderdash about "millions of dollars saved" compared with companies' rates, and about "insurance at half the usual cost"; the glittering statements made as to the advantages of the "natural premium system," the boast of the "expense fund limited to five per cent.," and "all officers bonded," and "no expensive buildings or officials;" also the attractive bit of brag as to having "all reserves in members' own pockets"—such extravagant and unsafe vaunting now has a very distasteful sound to those who were taken in by its speciousness and who now ponder over their last assessment notices, wondering whether "to be or not to be" a patron of all these delightful things is the best policy.

The Empire Order of Mutual Aid, of Balston Springs, N.Y., (No. 21 in above tables), has gone into liquidation. The officers issued a circular calling a special meeting, in which they said: "Our membership has been as high as 8,000, but for several years it has steadily diminished. On Jan. 1st, 1891, there were 5,500 members; Jan. 1st, 1892, 3,456; May 24th, 1892, only 2,238. These figures tell their own story. The death rate at the same time was abnormally high, and of necessity it would cost the members at least four assessments a month for the remainder of the year, even if there were no further death losses." A special session of the Grand Lodge was held May 26th, resulting in a receiver being appointed to enforce the assessments and settle the $90,500 of losses unpaid. If ten men out of the 2,238 are worth the money, no doubt the receiver will make them pay it, or furnish the money with which to prosecute the other 2,228.

One by one the members drop out,
Fade and droop and slink away;
They have naught to hold them longer,
Naught for hope beyond to-day.
Close the purse upon the death-calls,
Draw the grave-clothes gently round;
'Tis full time for dissolution,
Soon what's left goes underground.

—The Merchants Bank of Halifax has opened an agency at Ormstown, Que., E. A. McCurdy acting agent. It offers to take collections on the following points in that district, viz, : Ormstown, Franklin Centre, Hemmingford, Howick, Huntingdon, Rockburn, Ste. Martine.

DECISIONS IN COMMERCIAL LAW.

The Washburn & Moen Mfg. Co. v. the Beat 'em all Barbed Wire Co.—In a patent action respecting the latest improvements in barbed wire fences, the Supreme Court of the United States has decided that a void re-issue of a patent does not affect the original application upon which the patent was granted, nor the previous patent. The date of the application and not the date of the patent controls in determining the legal effect to be given to two patents issued at different dates to the same inventor, and the order in which they are to be considered. Although Glidden in his patent for an improvement in wire fences cannot claim the matter in the Kelly patent, yet he made a most valuable contribution to the art of wire fencing in the introduction of the coiled barb of a new shape in combination with the twisted wire by which it is held in position. From the crude device of Hunt to the perfected wire of Glidden each patent has marked a step in the progress of the art. The difference between the Kelly fence and the Glidden fence is not a radical one, but it has made the barbed wire fence a practical and commercial success. Courts will sustain a patent to the man who has taken the final step which has turned a failure into a success. In the law of patents it is the last step that wins. If a new combination and arrangement of known elements produce a new and beneficial result, never attained before, it is evidence of invention. If the thing alleged to have been an anticipation of a patent was embryotic or inchoate, if it rested in speculation or experiment, if the process pursued for its development had failed to reach the point of consummation, it cannot avail to defeat a patent founded upon a discovery or invention which was completed. Glidden was the first one who published the device of the coiled barb, looked and held in place by intertwisted wire, put it upon record, made use of it for a practical purpose, and gave it to the public, and his patent therefor issued Nov. 24th, 1874, is valid.

Church of Holy Trinity v. United States.—This decision of the Supreme Court of the United States is interesting as defining the limits of the Act prohibiting the importation of labor. The Church of the Holy Trinity of New York contracted with one E. W. W., then resident in England, whereby he was to remove to New York and enter into its service as rector and pastor, which he did. An action was commenced to recover the penalty prescribed by the Act, and the Supreme Court holds that it is not an offence within the meaning of the Act to make such a contract. A thing may be within the letter of the statute and yet not within the statute, because not within its spirit nor within the intention of its makers. Among other things which may be considered in determining the intent of the Legislature is the title of the Act, which may help to interpret its meaning. The title of the Act, "to Prohibit the Importation of Foreigners and Aliens under Contract to perform Labor," refers to the work of the manual laborer, as distinguished from that of the professional man, and indicates an exclusion from its penal provisions of all contracts for the employment of rectors. Another guide to the meaning of a statute is found in the evil which it is designed to remedy; and for this the Court properly looks at cotemporaneous events, the situation as it existed, and as it was pressed upon the attention of the legislative body. The title of the Act of Congress, the evil which it was intended to remedy, the circumstances surrounding this appeal to Congress, the Reports of the Committee of each house, all concur in confirming that the intent of Congress was simply to stay the influx of cheap unskilled labor.

McMicken v. Ontario Bank.—A. M. conveyed to G. M. certain lands under lease to the Ontario Bank, and on 1st September, 1877, G. M. conveyed these lands to the plaintiff, wife of A. M., but the deed was not registered until 1st October. On 17th September G. M. executed a mortgage of the lands to the bank, who filed a bill against G. M. to foreclose such mortgage, but a year later when about to issue the final decree of foreclosure, they for the first time became aware of the transfer to the plaintiff, and they abandoned the foreclosure proceedings and filed a new bill against the plaintiff. As the lease of the premises to the bank would expire before they could obtain possession of the land in this last mentioned suit, negotiations were had with the plaintiff, as a result of which she and her husband executed an absolute deed of the land to the bank, which was the deed sought to be impeached in this suit. The plaintiff brought a suit to have it declared that this deed was only intended to operate as a mortgage, and asked to be allowed to redeem and to have an account of the profits. The evidence on the hearing showed that A. M., the plaintiff's husband, was indebted to the bank in the sum of $12,700, and G. M. also owed the bank as surety for A. M. The consideration of the deed was the extinguishment of these debts. The plaintiff claimed, however, that there was a verbal agreement that the deed should only have the effect of a mortgage, and that the bank took the lands in trust to sell and pay off these claims and return her the surplus. The bank claimed that the transaction was a final transfer of the lands to extinguish the two debts and nothing more. On appeal to the Supreme Court of Canada, it was adjudged that to induce the court to grant the relief asked for in this case the evidence of intention that the deed was to operate as a mortgage only must be of the clearest, most conclusive, and unquestionable character, and the plaintiff having failed to produce such evidence, her bill was rightly dismissed.

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Some one has sent us a six-page pink folder, which forms part of the literature of the York County Loan and Savings Company, and is devoted to showing why "all persons should become members of the industrial branch" of that concern, which is one of the ten million capital calibre get-rich-quick companies. This folder is marked:

"Entered according to the Act of Parliament of Canada in the year one thousand eight hundred and ninety-two, by E. J. Lomnitz, Toronto, at the Department of Agriculture, Ottawa."

We have been at the pains to compare this folder with an eight-page salmon-colored folder issued by the Fidelity Building and Loan Association, of Washington, D.C., subscribed capital, $1,000,000, and having branch offices at Baltimore, Richmond, Norfolk, Wilmington, Harrisburg, and half-a-dozen other places. Paragraph by paragraph and sentence by sentence we have compared the two, and find the one a counterpart of the other, excepting that "industrial" shares is substituted for "investment" shares in one place, and that two paragraphs of six and ten lines respectively, and one newspaper puff, which appear in the Washington company's folder, are left out of the other.