

"But we do not pass upon the wisdom of contracts," says the court, "we only consider their legality, and care must be taken in the enforcement of an admittedly sound rule of public policy not to infringe upon the right of a citizen to contract. In this instance the contract was lawful, and the creditors appear to have entered into it not so much for their own benefit as for the accommodation of the assured. We are not to measure its legality by its results, but by its surroundings at the time it was made. We are of the opinion that a creditor may lawfully take out a policy on the life of his debtor, in an amount to cover the debt, with interest, and the cost of such insurance with interest thereon during the period of the expectancy of the life of the assured, according to the Carlisle Tables."

DECISIONS IN COMMERCIAL LAW.

GIBBONS v. McDONALD.—G. was indebted to McD. on certain promissory notes, and, wishing to go to Manitoba to live, he proposed to give McD. a mortgage on his farm for the amount of his notes, and a further advance of money, which was done. McD. had previously demanded payment of the notes. At the time of giving the mortgage G. knew that he was unable to pay his debts in full, but McD. believed him to be solvent; G. afterwards executed an assignment for the general benefit of his creditors, and the assignee brought an action to set aside the mortgage to McD. as given with intent to defeat, delay or prejudice the other creditors of G. The Supreme Court of Canada held that the mortgage had been given as the result of pressure and for a *bona fide* debt, and McD. not having been aware that G. was insolvent, the mortgage was not void.

THE UNITED STATES v. WITTEN.—The Supreme Court of the United States holds that a distiller and his sureties are liable on a bond given by them for the payment of the tax on spirits in the distillery warehouse, although such spirits were stolen from the warehouse by reason of the omission of the revenue officers to provide sufficient locks on the doors. The negligence of the United States officers does not affect the liability of either the principal or surety in a bond to the United States.

NEW YORK, LAKE ERIE & WESTERN RAILROAD COMPANY v. WINTER.—In an interesting judgment the Supreme Court of the United States decides that passengers on railroad trains are not presumed to know the rules and regulations which are made for the guidance of the conductors and other employees of railroad companies, as to the internal affairs of the company, nor are they required to know them. Evidence of what was said by a ticket agent to a passenger upon the purchase of his ticket to stop over privileges is admissible in an action by him against the railroad company for forcible and unlawful ejection from the train, where the ticket was silent as to such privileges, and it does not appear that the passenger knew the rules of the company in that respect. Where the ticket agent told the plaintiff, when he bought his ticket, that he would have to speak to the conductor about stopping off at an intermediate station, and plaintiff informed the conductor that he wished to stop over at such station, and the conductor, instead of giving plaintiff a stop-over ticket, punched the

plaintiff's ticket and told him that was sufficient to give him the right to stop over, and on resuming his journey plaintiff was forcibly ejected from the train because he would not pay his fare, and he afterwards used the punched ticket between the same places with another conductor. Held that whatever the rules and regulations of the road were, the plaintiff was rightfully a passenger on the train at the time of his expulsion, and the conductor had no right to put him off for not paying his fare, and the company was liable for the act of the conductor.

Where the regulations of the railroad with reference to stop-over checks were not brought to the knowledge of a passenger, he had the right to rely upon the statement of the conductor of the train that he would "fix him all right" so he could stop over; and if the conductor was derelict in his duty in not providing the passenger with a stop-over check, but instead thereof only punched his ticket, the jury were justified in finding negligence on the part of the conductor, in an action for damages against the company for the forcible ejection of the passenger from the train for want of a stop-over check. Where a party does all that he is required to do under the terms of a contract into which he has entered, and is only prevented from reaping the benefit of such a contract by the fault or wrongful act of the other party to it, the law gives him a remedy against the other party for such breach of contract. One rightfully on a railroad train as a passenger has a right to refuse to be ejected from it, and to make sufficient resistance to being put off to denote that he is being removed by compulsion and against his will; and the fact that under such circumstances he was put off the train is of itself a good cause of action against the company, irrespective of any physical injury he may have received at the time, or which was caused thereby.

LUMBER MOVEMENT AT OTTAWA.

Very satisfactory advices as to the condition of the sawn lumber trade come this week from Ottawa. Activity has succeeded to a condition of dubious expectancy, principally owing to an improvement in the United States market for dry lumber. The firms who some time ago bought the cut of certain Ottawa mills, and have been holding on to it, have now begun to sell and ship, and the business at the Chaudiere looks better. From the 1st June up to Saturday last something like 26,000,000 feet have left the city for English, United States and home markets, says the *Journal*. Statistics gathered by that paper show that of the quantity mentioned about 18,000,000 feet were shipped in some 125 barges and 8,000,000 feet in some 775 carloads. This amount, though only a "starter" as it were to the season's shipping, means a turn over of about \$360,000, or more than \$60,000 a week to Ottawa pockets, that is averaging the price at \$14 per 1,000 feet.

The mill men are proceeding cautiously, however. Being asked why they were not running night and day, one of them replied that if they did so they would be short of logs next season. "Each winter we cut logs based on the probable demand for sawn lumber the following summer. Last fall, when we made our estimate of logs required, we calculated on a very small demand for manufactured lumber this summer. For three or four years past the cut of logs has not exceeded the estimated supply of sawn lumber, and as a consequence we have no surplus supply of logs now."

This brisk movement of Ottawa lumber to the United States the past month or six weeks is attributed to the scarcity of dry white pine lumber in the Northwestern States. The dealers at New York, Albany and other retailing points are scarcely able to get a carload or a boatload of dry inch white pine of U. S. manufacture, and so they come to Ottawa. The explanation of the scarcity given is the small stocks on hand in the yards at the close of last season and the wet weather this season, which delayed the cut. With the demand, the price of Canadian pine has gone up, and the middlemen are beginning to reap a harvest. As a consequence there will be a "hay making" this summer around Ottawa, and smiling faces will be the order in local lumber circles.

APATITE, MICA AND PLUMBAGO.

The following facts and opinions as to the mineral wealth of Ottawa county, north of the river Ottawa, are communicated to the *Montreal Gazette* by Mr. J. L. Wills, a mining engineer, residing at the capital. Just now, it appears, there is very little doing in phosphate in Ottawa county owing to too low prices for it. "The only two mines working on the Riviere des Lievres are the Anglo-Continental Guano Company's and the High Rock mine. This stagnation is largely caused by the opening up of the new fields in Florida, which have upset the ruling prices by over-production, which is causing a glut. The Florida people themselves are losing money, and the market must right itself in time. The phosphate season here means the shipping season; that is from, say, May to October. The rest of the year is consumed in production." He gives reasons for thinking that prices will be right by the opening of navigation next year.

"While the phosphate demand is slow, the trade in mica is largely on the increase, and as this mineral is always found in the phosphate rocks, what is lost in the low price of phosphate is more than made up in the growing demand for mica. The mining for both minerals go together, and where formerly tons and tons of mica were thrown away as useless in the mining for phosphate, now this mineral is largely sought after as furnishing one of the most needed component parts of electrical appliances. Stove mica has dropped in value because hot air and other furnaces are superseding the stove; but it is not transparency, but freedom from iron which is required for electrical work, and the demand is now for dark and amber mica.

"There is an immense deposit of plumbago or graphite in Ottawa county, and recently there are quite a number of enquiries about it. I consider that in the near future it is bound to take as prominent a position in the mineral wealth of Canada as phosphate. There is no practical difficulty in separating this plumbago from the rock and placing it on the market in merchantable shape." Mr. Wills regards the failures of the past in plumbago mining in Canada as no criterion by which to judge the future, because whatever trouble arose was by reason of the fact that the right appliances were not used. With modern ideas and inventions utilized, graphite mining is bound to be a success, he declares.

"Plumbago or graphite is used at present largely in the manufacture of stove polish, anti-friction powder, and iron moulds, and the finest variety for crucibles and for lead pencils. The quality of graphite found in Canada is equal to any on the continent. What is wanted particularly is the proper placing on the