deed in distributing the revenue from estates it administers, a duty which, in some cases, is much easier stated than done, though it is really remarkable how very trifling has been the litigation caused by disputes between trust companies and those with whose devised interests they have been entrusted. The following shows how largely the business of these companies has expanded in the last three years:

	1901.	1898.	Increases.
Capital paid up......	$3,611,356	$1,766,651	$1,844,705
Contingent liabilities	15,145,038	9,818,708	5,326,330
Assets not owned beneficially..........	15,116,814	9,192,672	5,924,142

The Ontario Government report states the average rate of interest received by the trust companies on realty last year as 5.5, and on other security, 6.10. The management expenses were $204,593, which is not large considering the nature of their business, and that they received and loaned $9,664,972 in course of the year, the percentage of expenses on the amount loaned being only 2.11 per cent. To the great service rendered by these companies the public is becoming more and more alive. No person is now under any obligation to act as an executor, as the duty can be more efficiently and safely discharged by a trust company. Nor are private trusteeships any longer necessary for administering the estates left to minors and others who are little able to manage them. The record of these institutions, so far, is most honourable to their managers, and it is a credit to Canada to have developed financial organizations such as the Ontario trust companies.

AND AMERICAN LAWYER ON PREJUDICED JURIES.

In our last issue some comments were made in regard to the difficulty of an insurance company securing justice when sued for indemnity under a policy. Mr. W. B. Ellison, who, we understood, is a barrister of good standing, recently addressed the Insurance Society of New York on "Insurance Companies before the Courts." His remarks are in close correspondence with those in the article above alluded to. He affirms that: "In almost every instance in an action brought by the insured against an insurance company twelve jurors will agree on a verdict in favour of the plaintiff." He proceeds to ask the reason for this, whether there is such a prejudice against corporations in general, or insurance companies in particular, as ensures an adverse verdict against them when sued by an individual? He then proceeds to say:

"No man can practise at this bar for any appreciable number of years and not learn that twelve jurors, although selected with considerable care, and notwithstanding their oaths to fully and fairly try the case and a true verdict given according to the evidence, will, if there is the least doubt, solve that doubt in favour of the insured, and that, notwithstanding the invariable charge of the court that on the plaintiff rests the burden of proving his case by a clear preponderance of evidence. Personally, I believe that this condition is a great injustice to many liberal and honestly managed companies, but nevertheless all are made to suffer for the acts of those who seem to feel that any defence is warranted if thereby a loss can be avoided or defeated.

"The inability of insurance companies to secure an unprejudiced hearing before a jury is of momentous importance, because under the forms used there are so many vital questions that must necessarily be submitted to a jury, and cannot be decided by the presiding judge as questions of law. For instance, the clauses relative to automatic sprinklers and fire alarms, where the obligation imposed on the insured is simply to 'use due diligence' to maintain them in good working order. What is 'due diligence' is purely a question of fact, and if there is any evidence whatever tending to show the exercise of even the least care on the part of the insured, the whole question of diligence must be submitted to the jury. . . .

"I could go on and consume the evening with instances that might arise under your forms, where issues of fact might be created by reason of conflicts in testimony, all of which must, under our law, be submitted to a jury. But another of real importance now occurs to my mind, and that is the question of the value of the property damaged. I know of no subject over which opinions may be more divergent than over the value of any given article; and the question of value is for the jury."

The insurance company is, to some extent, handicapped in a suit by the evidence it has to offer as to questions of fact being less direct than that of the insured. He is on the premises, he knows all about them, he can swear point blank to facts which the insuring company only knows of by inference, or hearsay. He has also the support of neighbours who, sometimes, quite unconsciously allow their friendliness to colour their evidence, and sometimes intentionally discolour it by untruths inspired by a desire to do a neighbour a good turn. As a rule the testimony given in a court as to property values by persons living in the vicinity is not to be taken at par. Neighbours over-estimate the value of property which is akin in nature to their own. They like to put the standard as high as possible for local properties for obvious reasons, and they are apt to exaggerate the loss caused by a fire owing to this local feeling. Jurors are naturally in sympathy with these local ideas, and resent the introduction of evidence by an insurance company that is brought in to lower the valuation of the insured and his neighbours. All this does not necessarily imply the