

cargoes was £514,557 sterling. The exports during the same period were in 898 vessels, measuring 219,567 tons and navigated by 10,014 men. The value of their cargoes is estimated at £332,048 sterling. "But to this amount of exports is to be added sixty new vessels, which were built during the year within the province and sent home for sale as remittances for British merchandise!" These vessels measured £19,880, which has to be added to the value of the cargoes exported, making the whole exports £526,892; an extraordinary amount for a population not much exceeding 74,000 persons!

Gesner says: "For some years the province enjoyed an exclusive trade with the West Indies, and until the Americans withdrew certain prohibitions which had until 1830 excluded them from British ports in that quarter. Since that period their commodities, fish excepted, were allowed to be imported into these islands. This circumstance caused an immediate decline in the West India trade of the colonies, which decreased in 1831 from 95,205 tons to 58,540 inwards, and from 95,196 to 75,896 outwards. The American tonnage rose at the same time from 5,366 to 48,845 tons. The trade is still continued, and were the fisheries free from foreign aggression, and improved by zeal and industry, it would rapidly increase, fish and lumber being the chief exports from the province.

"The continental system of France up to 1806 and the American non-intercourse Act of 1807 convinced the British Parliament that it was necessary to cherish enterprise and industry in the North American colonies in order to obtain those supplies which had been secured from foreign powers and which were ever liable to be withheld or supplied at an exorbitant rate. After the struggle of war and many attacks upon her commerce, Great Britain had experienced the danger of foreign dependence, the colonial system was restored and the trade of the province immediately revived. The timber trade with the northern colonies took its rise from these causes and has been continued with almost unabated vigor up to the present time, meeting with occasional checks from an over-supplied market or the relaxations common to the commerce of all countries."

The trade of the province was with the United Kingdom, the British North American colonies and West India Islands, South America, the whale fishery of the Pacific Ocean, St. Domingo, Porto Rica and Cuba.

The exports were timber, deals, boards and planks, shingles, staves, masts and spars, poles, handspikes, oars, lathwood, trenails; dry, pickled and smoked fish, oil, oysters, lime, grindstones and furs. Husbandry ranked first in importance, lumbering followed. The latter in 1841 gave employment to 1,000 men.

—A scheme for the insurance of workmen against accidents has just been drawn up by the Ministry of Finance for Russia, says the *London Times*. The pensions will amount to half the annual salary of the workmen at the time of their death. The children of the latter will also receive, until they attain their majority, an allowance of 15 to 20 per cent. of the salary paid to their fathers.

THE TORONTO BOARD OF TRADE.

A letter appears in yesterday's edition of the *Empire*, finding fault generally with the Toronto Board of Trade as not properly fulfilling its functions, among which are, the writer says, assisting and rendering prosperous the lawful trade and commerce of the province. It was also expected, we are told by the correspondent, that this organization "would raise the plane of commercial life to a higher level," and so on. He objects that there are not general meetings enough held; that the daily reported transactions of the grain section of the board are "few and insignificant," while the bids there made "are apparently for the sole object of influencing prices throughout the country." A description of the proceedings on 'change is then given which seems to be intended to ridicule them. Then follow a few sneers at its influence in city affairs. On the whole the writer objects that the Board of Trade does not give evidences enough of "life." The recent formation of an association for the encouragement of manufactures in the city is cited as a proof that the board is not making stir enough, and the *Empire* editorially appears to agree that it could do more than it does.

We had supposed a Board of Trade or a Chamber of Commerce to be a deliberative body, which should make known at proper times and places the sentiments of the mercantile community upon matters of trade, and by uniting its forces bring influence to bear to get wrongs righted, differences reconciled, laws altered, if need be, and the ways of commerce made smooth.

It may well be questioned whether frequent public meetings, such as are suggested, with long speeches from the class of business men known in the West as "howling hustlers," would do much to "render prosperous the lawful trade and commerce." Wind is an important adjunct to trade and commerce, to be sure, when properly applied to sailing craft. But to expend vocal wind in talking up matters and things at random, would be a questionable use of time and strength.

No one, we should think, who is conversant with the proceedings of the council of this body, or who has any knowledge of the frequent gatherings and discussions of the dry goods section, the grain section, the lumber section, or the dozen other organizations within the board, can say with reason that they lack life or activity. From the tone of this letter we should judge its writer to be a disgruntled operator in real estate, or an angry speculator with personal grievance. In either case his calls upon the board to do something are an amusing comment upon his conception of what such a body properly can do.

DECISIONS IN COMMERCIAL LAW.

O'SHAUGHNESSY V. BALL.—O. S., claiming to be the legal depositary, and T. McC., claiming to be the usufructuary of certain booms, claims and anchors in the Nicolet river, under 36 V. c. 81 (P. Q.), which G. B., being in possession of the same for several years under certain deeds and agreements from T. McC., had stored in a shed for the winter, brought an action *en revendication* to replevy the same, and for \$5,000 damages. Held by the Supreme Court of Canada, affirming the judgment of the court below, that O. S. and T. McC. were not entitled to the possession as alleged, and that they were precluded by their

conduct and acquiescence from disturbing the possession of G. B.

EMERALD PHOSPHATE COMPANY V. ANGLO CONTINENTAL GUANO CO.—In case of a dispute between adjoining proprietors of mining lands, where an encroachment is complained of, and it appears that the limits of the respective properties have not been equally determined by a *bornage*, the Court of Queen's Bench (appeal side) held that an injunction would not lie to prevent the alleged encroachment, the proper remedy being an action *en bornage*. On appeal to the Supreme Court of Canada, *Held*, that as the matter in controversy did not put in issue any title to land where the rights in future might be borned, the case was not appealable.

BRITISH AMERICA ASSURANCE CO. V. LAW.—A policy of marine insurance on the barque "Lizzie Perry" was issued by the British America Assurance Co. to W. L. & Co., managing owners of the vessel. The first part of the policy read as follows: "L. & Co., on account of owners; loss, if any, payable to L. & Co.; do make insurance and cause to be insured, lost or not lost, the sum of \$2,000 on advances upon the body, tackle," etc. The policy was on a printed form but the words "on advances" were inserted in writing. The remainder of the instrument was applicable to insurance on a ship only. To an action on this policy the defence was that it only insured advances by the owners, which were not a proper subject of insurance, and that the policy was, therefore, void. It was shown that L. & Co. had expended a considerable sum of money in repairs on the vessel. *Held*, by the Supreme Court of Canada, affirming the judgment of the Superior Court of Nova Scotia, that the rule *ut res magis valeat quam pereat* required the policy to be construed, if possible, so as to make it a valid instrument, and this could be done either by striking out the words "on advances" as mere surplusage, or treating them as being a mere immaterial reference to the inducement which led the owners to insure the ship.

CHANDLER ELECTRIC CO. V. FULLER.—F. was owner of a warehouse in the city of Halifax used for storing iron, and had occupied the same for some twenty years. In 1889 an electric company established a station for generating electricity on the adjoining premises. Attached to the engine used by the company in their business was a condenser, which passed through the floor of their premises and discharged into the dock below, at a distance of some twenty feet from the warehouse. In March, 1889, the warehouse was found to be full of steam, which fact was communicated to the officers of the company, who stated that they could not understand how it could have been caused by their engine. The steam continued to enter the warehouse, injuring the iron therein, and in 1890 an action was commenced by F. against the company for such damage. The company contended as a defence to the action that they were using the latest and best improvements in machinery for their business, and that they operated the same in a proper manner and without negligence; that the injury, if caused by their engine, was due to the defective state of the plaintiff's premises; and that they were acting in pursuance of statutory powers contained in their act of incorporation, and were therefore exempt from liability. At the trial judgment was given against the company, and on appeal to the full court the judges were equally