"**The Chronicle Fire Tables for 1890,**" like its predecessors, is a publication which not only covers a field all its own, but covers it exceedingly well. Just how valuable a contribution to the knowledge of the underwriting world is made by this publication would at once appear, were it from any cause to be discontinued. Like many other good things which we come to appropriate, only half conscious of their value until we are deprived of them, we use the knowledge so laboriously gathered from the field and chrystalized in *The Tables* with a kind of matter-of-course, half appreciation. Very naturally, the volume grows as the field expands, and we notice that it grows thicker as it gets older. The abridged edition, for common use as an agent's handbook, is a judicious selection of those things most often wanted, and is notably *multum in parvo*.

The "Provincial Provident Institution" is the name of an assessment concern hailing from St. Thomas, and which commenced operations in 1884. In all the time since it has succeeded in keeping enough of its members to report the meagre array of some 2,700 certificates at the close of 1889. With its perpetually increasing assessments, annual dues, "emergency fund" contributions, "reserve fund" contributions, and what not, its members soon find the boasted "cheapness" is all delusion, and drop out. How effectually they drop out is seen by the fact that the terminations, exclusive of deaths, amounted last year to $1,329,000, while the total new business was but $1,438,000. In other words, almost as many old members got disgusted, and quit, as, with all its drum-beating and misrepresentations, it induced to come in. This is "building up" with a vengeance. We shall pay our respects more at length to this institution hereafter.

Legal Intelligence.

TERMINATION OF AGENCY.

SUPERIOR COURT—MONTREAL, MAY, 1890.

Thomas M. Taylor et al. vs. *The Northern Assurance Company*

This was an action by the former agents of the Company, defendant, for a claim arising out of the alleged illegal withdrawal of the Agency without sufficient notice, and the appropriation by the Company of business created by the plaintiffs without making any allowance therefor. The plaintiffs claimed as follows:—

First,—Estimated profit on one year's commission....	$ 7,500
Second,—Value of rights in the business over and above first item.....	15,000
Third,—Cost and value of books and documents belonging to plaintiffs.....	20,000
Fourth,—Loss on contracts and obligations, material and other expenditure incurred and rendered useless and unremunerative by the undue termination of the Agency.....	5,000
Total claim.....	$47,500

The defendants pleaded *inter alia* to this action that they had committed no breach of contract, that the termination of the Agency in the manner adopted was perfectly legal, inasmuch as the contract contained in the power of attorney from them to plaintiffs provided for a termination of Agency at any time without any notice being provided for, and that in any event the notice of such termination given to plaintiffs (three months) was an ample and sufficient notice, the plaintiffs having during the existence of the Agency received the full remuneration they were entitled to in the way of salary and commission.

The plaintiffs answered that the original contract had been renounced and modified by correspondence between the parties, and that they had, on the faith of inducements and promises held out and made to them in this correspondence by defendants, made great efforts, and expended, not only large sums of money, but a very great amount of time, skill and labor in extending the business of the Company, in such a manner that they could only look to future returns arising therefrom for an adequate return for such efforts of expenditure, which remuneration they had now been deprived of by the unwarranted withdrawal of the Agency.

The case came up for trial on the 20th instant before Hon. Mr. Justice Davidson and a special jury, and resulted after a five days hearing in a verdict for plaintiffs of $14,000.

The chief points in the case are shown by the following notes from the Judge's most learned and explicit charge to the jury.

POINTS IN THE CHARGE.

Taylor Brothers became agents of the Northern Insurance Company, in 1867. About the 25th September, 1886, they received a notification from the Company, informing them that connection with it was to terminate on the 1st January following; the sole cause given for the termination of the Agency being a desire on the part of the Company to change the management of the business here from a commission agency to a regular branch office, under control of one of the Company's managers.

Believing this action to have been illegal and the notice given insufficient, Taylor Brothers now sued for about $50,000, claiming to be entitled to what would represent a year's net profits on their commissions, the value of the rights and connections created by them in developing the business, the value of books and documents appropriated by the Company, and what would represent the cost to them of pending engagements which they could not terminate within the delay given, and which had been incurred especially for the business of the Northern.

The defendants invoked the original contract, and pointed to one of the conditions which made it terminable at the pleasure of the Company, and alleged that their notice was sufficient and their action legal and justifiable.

Under the questions put, the jury had to find what notice the agents were entitled to, what proprietary rights (if any) they had in the business, according to the usages of trade recognized here. As far as the law was concerned, Judge Davidson charged that the original contract was defeasible (terminable) at the pleasure of the Company, and whatever might be the remedies of Taylor Brothers, they would not in law include possible future profits; and that the means which the law usually recognized as alone being sufficient to cancel or extend or modify a specific, written contract was the execution of another contract, equally clear and specific in its terms, but that it might be possible by a long course of dealing or correspondence to produce extensions or modifications, even though no particular act and no particular phrase could be pointed to as in itself sufficient to produce such a result. It was rather an accumulation of acts or of expressions than any specific statements which the jury would have to enquire into. It was necessary for the jury to be more than usually careful in arriving at a decision upon a point of this kind, and their conception of any change or modification, which in their belief had come to exist through these means, ought to be clear and explicit as was that which would be produced by a reading of the conditions of the original contract.

The Judge further stated that as questions had been put to the jury, asking whether or not these usages of trade existed, it would be their duty to find upon the facts so suggested, and to leave it to another tribunal, if need be, to determine, having regard to their other answers, if such usages could be invoked to invade a written contract.

THE VERDICT.

In rendering the verdict mentioned above the jury found:

1. That plaintiffs had been appointed as agents under the contract originally contained in the letters between the parties and the power of attorney from the Company to them, but that