

Why not a happy interchange? [of products between the countries]. While we wish well to the trade with the United States, though they have their crushing McKinley tariff, still we want to see the commerce with our kith and kin carried on more vigorously. Up to now we seem to want information about Canada; and Canada, we fear, still wants information about us. If both sides will interchange thoughts and occasional visits, we look forward to the not far distant period when the commerce between the Dominion of Canada and the West Indies will be an important institution of both countries."

And the *Voice of St. Lucia*, published in the neighboring island of St. Lucia, says, referring to the service between Canada and the islands, established under governmental subsidy by Messrs. Pickford & Black, "it has come to stay. We feel that there is much to be done in the way of drawing closer to each other, morally and materially, two countries forming part of the same vast empire, and so situated as to be the natural complements of each other. What the southernmost of the United States are to the northernmost, that and more are we to the Dominion."

On the other hand, that Canada can supply us with many things we need, just as well as the United States, is being demonstrated more and more clearly on every voyage of these steamers. And there can be no doubt that nowhere could we West Indians brace up our moral and material fibre, relaxed by tropical influences, better than by a taste of winter spent in visiting the large, busy cities and the vast agricultural areas of the Dominion."

From the report of the Collector General of Jamaica for the year ended with March last, we gather that imports into the islands have increased from Canada in greater ratio than from the United States. Thus :

	1891-92.	1890-91.
	Per cent.	Per cent.
From the United Kingdom...	49	56
From the United States	37.2	34
From Canada.....	10.4	7
From other countries	3.4	3

There is here an increase on all sources of supply except from the United Kingdom. "The trade with Canada exhibits some indications of embracing goods other than fish stuffs and unmanufactured wood, to which it has been so long practically confined. Canadian manufactured goods are now finding their way to this market, as the following will show:—During the year carriages to the value of £1,380 were imported from Canada; clothing, £1,543; furniture, £827; hardware, £678; cottons, £427; boots and shoes, £513; woollens, £572; musical instruments, £429; unenumerated goods, £854; ale, £5 358; whiskey, £273; flour, £1,264; foods such as cheese, butter, hams, etc., £1,547." The total imports of Jamaica have increased from £1,351,000 in 1886-7, and £1,597,000 in 1888-9, to no less than £2,188,000 in 1890 91, and £1,759,000 in 1891 92. The excess in favor of the year next the last is attributable to the abnormal import of the exhibition year. There seems no reason to doubt that the imports of that island from us in 1892 3 will much exceed the \$68,000 which is the aggregate of the goods mentioned

above. The flour shipped thither this year alone comes to a good round sum.

FISCAL MATTERS IN THE STATES.

Says the London *Economist* of recent date: "It is true that the Presidential election has turned upon other questions than the tariff. But the tariff has been the main issue, and it cannot be said that this time judgment has been pronounced under any misapprehension. Its operation has been fully tested, and with ample experience of its result, it has been condemned as a measure which has worked to the enrichment of a small body of manufacturers at the expense of the community at large. What, then, comes of the assertion that everywhere protection is making way, which has been so persistently dinned into our ears?"

"That a tariff reform in the United States will ultimately prove advantageous to international trade is beyond question. It will be wise, however, not to expect too much from it. For one thing, the McKinley tariff has proved much less of an obstacle to trade with the United States than was expected."

"That the Democrats have secured a large measure of support from the silver party is, as matters now stand, a fact of little importance. The monetary policy of the States, so far as silver is concerned, will be determined by the result of the approaching International Monetary Conference, and it is now recognized by men of both parties that if the United States Government cannot induce other nations to come to their assistance, the task of bolstering up the price of silver is one which is utterly beyond their power, and the Treasury purchases of the metal will have been discontinued."

DECISIONS IN COMMERCIAL LAW.

VAN WINKLE & CO. v. CANTY CROWELL, ET AL.

—By a contract, by which one agreed to sell and ship to another certain machinery, the latter to pay part of the price on receipt of the bill of lading and the balance at fixed times thereafter, the title to the machinery passed to the latter on the delivery and payment of said price; and a chattel mortgage given thereafter by the vendee to his creditor for a debt owing by him, and further advances vested the title in the mortgagee as a *bona fide* purchaser for value; and notes thereafter given by the vendee to the vendor for the balance of the purchase money and interest, which contained the clause that the title to the property should not pass to the vendee until the purchase money was paid in full, does not revert the title in the vendor as against a prior mortgagee, who took his mortgage without notice of the claim for unpaid purchase money, and who duly recorded the same, so says the Supreme Court of the United States. A written contract is the evidence of what the parties agreed to, and cannot be varied by parol evidence of other contemporaneous stipulations. Where a written contract contains no guarantee, parol evidence of one is inadmissible. A provision in a contract for the sale of machinery that the vendee shall be allowed to test the machinery before accepting it, can be waived by the vendee, and it is waived by the vendee giving a mortgage thereon after having used and operated it. Where a written contract of sale of goods con-

tained no stipulation that the title should remain in the vendor until the purchase price is fully paid, notes given for a part of the purchase money after the title had fully vested in the vendee, and which contained a provision that the title should pass to the vendee until the purchase money is paid in full, can only constitute a mortgage which, if not duly recorded, is void as to other mortgagees without notice.

BAWDEN v. THE LONDON, EDINBURGH AND GLASGOW ASSURANCE CO.—This was an action on an accident policy, to which the company pleaded as a defence that B. had made a misstatement of fact in his proposal for insurance. It appeared that B. was an illiterate man, and at the time he applied for insurance he was blind of one eye, which was known to the company's agent. In the proposal which B. signed it was stated that he had "no physical infirmity, nor are there any circumstances that render him peculiarly liable to accidents." By the terms of the policy the company bound themselves to pay £500 on permanent total disablement, and "the complete and irrecoverable loss of the sight to both eyes" was declared to be total permanent disablement within the policy. After the issue of the policy B. met with an accident which resulted in the complete loss of his other eye, so that he became permanently blind. The jury at the trial found a verdict of £500 for B.; the English Court of Appeal refused to interfere with it on the ground that the knowledge of the company's agent that B. was a one-eyed man at the time the insurance was effected, must be imputed to the company, and that they must be taken to have entered into that understanding, and, therefore, B. was entitled to recover, notwithstanding the misstatement in the proposal.

GOODERHAM v. CITY OF TORONTO.—Sec. 62 of R. S. O., c. 152, which provides that all allowances for streets surveyed in cities or any part thereof which have been or may be surveyed and laid out and laid down on the plans thereof, and upon which lots of land fronting upon such allowances for streets having been or may be sold to purchasers, shall be public highways and streets and commons, is retroactive and applies to streets laid out on plans made and registered before the passing of the Act. A piece of land in Toronto of about twenty acres in extent, was, in 1854, surveyed and laid out in lots and streets, and a plan was duly registered. Certain lots were sold and were conveyed according to the plan, but were afterwards repurchased by the original owners of the piece of land, predecessors in title of the plaintiffs, and the whole piece was then fenced in and used as a field until 1838, when the city, without passing any by-law, proceeded to open the streets. Held by the Court of Appeal that the streets shown on the plan were highways which the city was entitled to open, but that a by-law was necessary.

THE TELEGRAPH IN CANADA.

XXII.

The rates fixed by the Montreal Telegraph Company some twenty years ago, namely, a maximum charge for messages to all points on its Canadian lines of twenty-five cents for ten words and two cents for each additional word, were adhered to by the Co. for years and it was able to pay dividends. For this price one could telegraph from Toronto to Newmarket, 30 miles, or from Quebec to Detroit, 800 miles. This was a very low rate; distance considered,