return to the old schedule of discounts has become a matter of necessity." The foregoing is commended to the dry goods or other wholesale dealers of Canada, who have some reason to complain of the excessive discounts which have come into vogue.

ESPLANADE AGREEMENT.

On Wednesday last the matter so long in dispute between the city of Toronto, the Grand Trunk and Canadian Pacific railways, known as the Esplanade agreement, was settled, and the document is now being engrossed for signature by the three parties. This will settle the question of our water front for many years to come. Under the terms of this agreement the railways were required to spend $200,000 in the erection of a new union station. But it is now learned that instead of this sum the companies now propose to expend about $500,000 in this direction, and have submitted plans involving the expenditure of the larger sum. In doing this the present building will be remodelled and a new train shed erected to the south of it. The plan shows a large five-story building, 112 feet long, with an entrance on Front street, just west of the Walker House. The present lower end of Simcoe street is to be closed and a new street extending from Simcoe to York will be opened, a portion of which will be arched over by a section of the new building, which will extend to the present station. A high bridge will cross the track on York street, which will be extended down to the new Lake street yet to be opened and over which it is expected the street cars will run, thus allowing passengers to ride to the steamers for lake ports or the island.

The Canadian Pacific Railway will expropriate land belonging to the city in front of the present station, and the terms are certainly worth reciting. Here is the clause: "The rental for the first term of 50 years shall be $11,000 per year, and the rental for each subsequent term of 50 years shall at each renewal be increased by $2,750 per annum." This, presumably, is a perpetual lease. When this land is handed over to the C. P. R. that road will give the city possession of the wharves and lands on the water-front between Yonge and York streets. This is the very property which has been so much fought over, and it will be held for all time for public docks. The extension of John street south to the lake front by means of a fine steel or iron bridge over the tracks, and the closing of Peter and Simcoe streets, south of the Esplanade, will be the only novelties west of the union station.

NEGLIGENCE OF INSURANTS.

A very common fault with country merchants and small manufacturers is their carelessness in allowing rubbish to gather about their shops or factories. It is a common thing, for example, to see packing cases filled with paper, straw, saw-dust or what not lying piled by the side of a store, or pitched into a shed or lean-to at the back, where dust may gather and be set fire to by any one who may light his pipe near them. A dozen other peculiarities of reckless negligence might be cited.

Here is some timely advice on the subject from the San Francisco *Country Merchant:* "With the approach of the dry season, with a possibility of fires in interior towns, attention is directed to the importance to storekeepers of lessening as far as possible the liability to conflagration, by removing rubbish from their premises and otherwise putting things in good shape. The rear portion and the basements of many country stores are often made the receptacles of empty packages, etc., of the most inflammable description, which it needs only a stray spark from a cigar or cigarette to set ablaze. A little care and attention to this matter would often prevent serious loss. Another point in this connection worthy of consideration in many interior towns, is the importance of having a fire department properly trained and equipped. Money spent in this way is well invested, and besides imparting a feeling of security to property-owners, tends materially to reduce rates of insurance. The chemical engine which is now being introduced quite extensively is a cheap and efficacious means of extinguishing fire, and is especially to be recommended in places where a large outlay for this purpose is not practicable."

Underwriters should impress such points as these upon those who insure with them. It will take a long while to educate the public into a proper sense of duty in these matters, but the attempt should be made.

LIBERALITY OF LIFE ASSURANCE.

Congratulations are due to one of our oldest exchanges, the New York *Insurance Journal*, on the attainment of its thirtieth year, established as it was in July, 1862. In the course of a retrospective glance over the insurance field during the last three decades, the *Journal* reflects that although disaster has befallen fire insurance, the life branch of underwriting has progressed with unparalleled prosperity, and that the fundamental principle has been still further developed in innumerable projects to adapt it to the amelioration of other contingencies to which humanity is exposed. "Three decades ago, our so-called giants were but pigmies. The Equitable Life was only three years old, but each of the trio in question had a powerful administrative force equal to great things, and each achieved them. Among these a vigorous struggle for supremacy ensued, and although means were used in the prosecution of this rivalry that have since been reprobated and abandoned, they were not of a perilous character, and were accompanied by a gradual relaxation of the harsher conditions of the life policy. These emulatory contests, however, have resulted in great public advantage. They have contributed to the higher appreciation of life insurance, and to the larger adoption of it throughout the United States as an indispensable family provision."

Due reference is made to the strides towards liberality respecting the conditions of the life premium. The Union Mutual Life of Maine was one of the first, if not the very first, so far as we remember, to make policies indisputable after a certain time. Other companies, among them some of our Canadian life offices, have followed suit, and now comes the New York Life with a policy absolutely incontestable after the lapse of one year: "Thus, within a generation, have the cruel and somewhat sordid conditions of the life policy been gradually withdrawn, until one great company, with a motive both generous and politic, has cancelled every condition in its policy but that which provides for the payment of the premiums, which confers perfection on that great document of family indemnity."

DECISIONS IN COMMERCIAL LAW.

CHURCHILL v. MCKAY.—The ship "Quebec" was abandoned at sea by her crew and discovered by another vessel, the crew of which stopped up auger holes bored in her and brought her into port. A claim for salvage was made against the owners, and a power of attorney was given by the salvors to one P., authorizing him "to bring suit or otherwise settle and adjust any claim which we may have for salvage service," etc. P. arranged with the owners the amount of salvage for the ship due the salvors, and received payment for the same, as well as part of the salvage for the cargo, giving the owners a release of the lien of the salvors on the vessel. P. did not pay the money to the salvors, and the power of attorney was revoked before the balance of the cargo salvage was paid, and this action was brought to recover the full amount. The Exchequer Court of Canada held, affirming the decision of the local judge in Admiralty for Nova Scotia, that the authority by the power of attorney to "settle and adjust" the claim did not authorize P. to receive the money, and his release did not prevent salvors from maintaining the action.

CROFTY v. UNION MUTUAL LIFE INSURANCE CO.—The Supreme Court of the United States has just decided that a claimant under a life insurance policy must have an insurable interest in the life of the insured; wagering interests in insurance are not valid. Where a policy of life insurance is on the death of the insured, payable to a person named therein as a creditor, if living, if not, then to the representatives of the assured, such creditor must prove the amount of his debt in order to recover on the policy; neither the recital in the policy nor the statement in the proof of death that he is a creditor is sufficient. The admission of proof that the relation of debtor and creditor existed between two parties at one date, is not admission or proof that months thereafter the same relation, and to the same amount, subsisted.

UNDERWOOD v. METROPOLITAN NATIONAL BANK OF NEW YORK.—Where accommodation indorsers give a mortgage to a bank to secure accommodation indorsements, the payment of one of the notes thus secured by the makers of it satisfies the mortgage in regard to that note, and the mortgage is no longer security for its payment, and the makers of the note who are primarily responsible upon it cannot be subrogated to any rights under the mortgage, nor can such mortgage be held as security for a certificate of deposit which the mortgagors did not indorse, says the United States Supreme Court.

NESBITT v. RIVERSIDE DISTRICT.—The constitution of Iowa ordains that "no county, or other political or municipal corporation, shall be allowed to become indebted in any manner, or for any purpose, to an amount in the aggregate exceeding five per centum on the value of the taxable property within such county or corporation—to be ascertained by the last