The weight of the quintal differs in Spain, Germany, Brazil, &c.

—Some years ago, the legislature of Quebec passed a law exempting from municipal taxes all works, machinery and buildings used exclusively in the working of mines. But it was not a perpetual law, but was limited in point of time and will expire this year. The Government apparently thinks that the exemption ought to cease with the expiration of the law; but the miners think otherwise, and met the other day at Sherbrooke to say so. Many mines, it is alleged, do not pay, and this we can readily believe. Undoubtedlyno nonpaying mine ought to be taxed; but it would be difficult to convince the farmer that the man who makes a large income from mining should not pay as well as he, who cannot better afford it. If tax in connection with mines there must be, it should be on the net earnings. And even this might be a doubtful policy. But if the mines are taxed as commercial corporations, on what principle can they be taxed again?

—On the authority of the *St. James' Gazette*, the statement is cabled that the negotiations for the settlement of the Newfoundland fishery question are progressing. France is to surrender its claims on the Newfoundland coast and to receive a cession of territory in West Africa, Gambia being mentioned as the possible locality. A part of the settlement would be the repeal of the Newfoundland Bait Act, a measure modelled on English legislation in previous times, but long since abandoned as part of the Imperial policy.

DECISIONS IN COMMERCIAL LAW.

Colgan v. Danheiser.—C. & Co. made and sold a chewing gum, and they put it up in packages of six small oblong cakes bound together with a rubber band,each cake wrapped in a white label bearing two black imprints about the size of the cakes themselves, the imprints being designed and made to rest conspicuously on each side of the cake; the most conspicuous imprint being the words, "Colgan's Taffy Tolu Chewing-Gum." They claimed: 1. That the words "Taffy Tolu" were their own as a trade mark; and 2. That the method of imprinting and packing also was their own as a trade mark, and could not be used by others and they filed a bill in equity to restrain D. & Co. from using these words "Taffy Tolu" and packing the goods in like manner, with a like stamping. In this case the United States Circuit Court, N.D., of Illinois, refused the injunction and dismissed the bill. Judge Gresham, in the opinion, said: "1. The complainants have no patent which secures to them a monopoly in the exclusive use of the ingredients which constitute their goods, or in the goods themselves. The words "Taffy Tolu" indicate or describe the character of the labelled goods rather than their origin. The defendants have an equal right to make and sell Taffy Tolu provided they make and sell it as their own manufacture, and not as that of the complainants. The words being descriptive of the compound or goods, they are incapable of appropriation. The proper designation of an article cannot be appropriated as a trade mark, and it is quite immaterial who first gives the proper name to an article. The defendants are at liberty to make and sell Taffy Tolu, the same or similar ingredients as the complainants manufacture, provided they label and sell the article as made by themselves and not by the complainants, which they seem to be doing. 2. The contention of the complainants, that their method of packing and labelling is original with them and constitutes their trade mark or trade name, is not sustained by the evidence. They must show, to secure an injunction, that they were the first to introduce their goods in this particular way; that they had established a reputation in the market for their goods by thus labelling and packing them before the defendants or any other persons had become their competitors, and that the defendants have attempted to supplant them in the market by disposing of their goods on the strength of complainants' reputation. These facts have not been shown and the bill fails."

Swedish Match Company v. Sievwright.—This company's prospectus represented its share capital as £100,000, in 20,000 shares of £5 each. It intimated a first issue of £80,000 in 16,000 £5 shares. The prospectus also offered £30,000 six per cent. debentures secured on the company's property. On 29th November, 1887, Mr. Sievwright applied for 120 shares, adding to his application the condition, "if capital all subscribed for." Allotment followed, and it was not disputed that at the time of allotment all the shares had been applied for or allotted to the vendor. The debentures had not gone off so well, but Mr. Sievwright's condition, "if capital all subscribed for," did not apply to debentures, and was held to be purified. He was, therefore, unwillingly the holder of 120 shares.

Thorold vs. Neelon.—A railway company agreed to transfer to N., a director, a certain number of fully paid-up shares as security for payment of a loan of $100,000, then made by N. to the company, and afterwards did transfer what purported to be fully paid-up shares to the number stipulated to him. An execution creditor, with writs of *fi fa* returned *nulla bona*, had brought this action against N., alleging the shares not to be fully paid-up, but that a sufficient sum remained due thereon to cover his judgment, and asking for an order against N. for payment accordingly. It appeared that seventy-five of the shares had formerly been part of a lot of 168 shares, held by D. B., who had paid in all $3,750 to the company, which represented the par value of seventy-five shares. The directors resolved to treat the $3,750 accordingly as payment in full of seventy-five of the 168 shares, and then got D. B. to transfer these seventy-five shares to N., in part compliance with their agreement with him. As to the balance of the shares transferred to N., it appeared that a discount had been allowed upon them, but N. had no knowledge of this fact. Held by the full Court of Chancery that the shares must be considered as fully paid-up in the hands of N.

WELCOME RESPONSES.

Referring to our postal card sent last month to several thousand subscribers, Messrs. Robinson and Lee, general merchants, Wroxeter, are kind enough to say: "Your gentle reminder to hand. Enclosed find what will rub one figure off your slate and help to make it clean. We wish the Times every success under its new management. Kindly continue the paper and oblige."

The following is from Messrs. J. W. Ney & Co., of Bracebridge, general dealers: "We enclose you two dollars, covering our subscription to the Monetary Times, a paper, by the way, which we consider *invaluable* to the *business man*."

Mr. S. H. Bower, agent, of Brandon, Man., is good enough to write: "The longer I have your paper the more I am impressed that it is the only paper in Canada devoted to the business of our country at large."

"To assist you in getting the slate clean," writes Mr. D. Weismiller, of Kippen, "I now enclose two dollars, which I think cleans the slate of my indebtedness. Trusting that you may succeed in cleaning it thoroughly."

Sadlier Brothers, of Wiarton, tell us that they "consider it an honor to be allowed a two dollar wipe on your 'slate.' Kindly apply it in the usual way and oblige."

And W. Courtemanche, of Midland, thinks "no merchant should be ,without The Monetary Times." "The laborer is worthy of his hire," says Mr. D. Thorn, merchant, of Watford, adding, "We consider your paper good value for the money invested."

A life assurance agent, Mr. N. W. Ford, of St. Thomas, addresses us as follows: "If you find any chalk marks against me on your slate, kindly use this enclosed order to wipe them out. I could not do without The Monetary Times. I value the paper very highly and hope the new year may be successful with you."

Mr. Dan'l Gorrie writes from Haliburton complaining that "some mean sneak has stolen my ivory paper knife and letter opener which you kindly sent me a year or two ago. He must have known it was a useful article or he would not have troubled it. Trade has been up to the average the past year. Complaints are made in some quarters of scarcity of cash, but I have managed to get two dollars to send towards keeping posted in the commercial line."

A PICAYUNE ESTATE.

A friend sends us an assignee's statement describing the estate of C. Armstrong, general trader, of Trenton, Ont., insolvent, accompanied by a list of creditors. It is an entertaining document to any reader who is not a creditor. We except the creditors, for the estate only pays a dividend of *one-half cent* in the dollar. Liabilities amount to $1,775. The amount realized by the assignee by the sale of stock was $250 and the book-debts yielded $9.32. Out of the $259.32 thus collected $155.63 went for rent; $34.16 to a lawyer; $34.72 for auctioneer's fee, stamps and printing; $25.93 for assignee's fees. This left $8.88 to divide among thirty-six creditors, for sums ranging from six dollars to two hundred dollars. In the list are confectioners doing business in London and Toronto, fruit dealers in Montreal, Toronto, Belleville, and provision dealers, &c., in Kingston, Baltimore, Trenton, and Utica, N.Y. Also the corporation of the town of Trenton for $50 taxes—a claim which we observe is disputed.

No less than thirty of the claims against this trivial estate are for sums less than $75 in amount each, and more than twenty of them are by firms out of the town in which Armstrong did business. The whole affair is only worth comment in so far as it shows the astounding looseness of credit to shopkeepers in this Canada of ours. Query—did the assignee allow enough for postage stamps? Twenty-two of the creditors live "out of town," which