

the spring-wheat country harvesting is but two weeks away, which has stimulated the receipts of old wheat at primary markets. Special advices to *Bradstreet's* by wire state that in northern Dakota and Minnesota wheat is progressing favorably, and for the whole of Minnesota and Dakota a harvest of from 50,000,000 to 55,000,000 bushels of wheat is promised. No gain in general business in the northwest is promised until the crop begins to move. Indian corn and provisions prices have followed in the wake of those of wheat. Petroleum has been active, irregular and lower than the higher range reached, though the bullish position of the product remain unchanged. Iron is quiet, and coal is, if possible, duller than heretofore, so much so that there is talk of trying to reduce the quota arranged for mining during August. The movement of grocery staples has been disappointing. Sugar is lower, coffee quiet and tea depressed. Dairy products are slightly higher, but the consumptive demand unimproved. The sugar product, as telegraphed from New Orleans, amounts to 105,000 tons. The favorable prospect of the cotton crop, backed by the temporary outlook for renewed complications between Great Britain and Russia, depressed prices of cotton. There were 185 failures in the United States during the past week, as compared with 170 the preceding week, and with 211, 140 and 131 respectively, in the corresponding weeks of 1884, 1883 and 1882. About 90 per cent. were those of small traders whose capital was less than \$5,000. Canada had 14, a decrease of 10 — *Bradstreet's*.

### Recent Legal Decisions.

**SHERIFF'S SALE OF PERSONAL PROPERTY—FRAUD.**—A sheriff's sale of personal property in mass is not fraudulent *per se*, although it may be evidence of fraud, according to the decision of the Pennsylvania Supreme Court, in the case of *Furbush vs. Gieene*.

**PATENT—WANT OF NOVELTY—METALLIC ROOFING.**—In the case of *The American Iron Company vs. Anglo-American Roofing Company* the United States Circuit Court for the Southern District of New York held that there was no patentable novelty in the subject matter of a patent for a metallic roofing or covering made of a series of corrugated shingles, to be secured to the roof by nails, as are ordinary wooden shingles, one shingle overlapping another, so as to cover the nail holes in the lower shingle.

**HOTEL KEEPER'S LIABILITY—DISEASE.**—In the case of *Gilbert vs. Thomas*, the Supreme Court of Iowa held that a hotel keeper who, with knowledge of the prevalence of small-pox in his hotel, kept it open for business and permitted a person to become his guest without informing him of the disease, was liable in damages, for the communication of the disease to the guest, and that the guest was not precluded from recovering on the ground of contributing negligence in not making inquiries as to the truth of a rumor that there was small-pox in the house.

**TARIFF LAWS—CONSTRUCTION—EXPERT TESTIMONY.**—The language of tariff acts is to be construed according to its commercial signifi-

fication, but it will always be understood to have the same meaning in commerce as it has in the community at large, unless the contrary is shown, and the opinion of commercial experts will not be put in the place of that of the jury upon a question that is as well understood by the community at large as by merchants and importers. So held by the United States Supreme Court in the case of *Schmidler vs. Berney*.

**STATUTE OF LIMITATIONS—AGENT—COLLECTION.**—An agent employed to collect a debt and to remit the amount collected, after deducting his charges, is liable to an action by his principal for the recovery of the money without previous demand if the agent neglects to make remittance within a reasonable time after collecting, and the statute of limitations then commences to run even though the principal did not know that the money was collected, where there has been no fraudulent concealment of that fact by the agent. *Mast vs. Easton*, decided by the Supreme Court of Minnesota.

**INSURANCE POLICY—MISTAKE—REFORMATION.**—A policy of insurance issued in the name of the agent of the owner of the vessel insured, instead of in the name of the principal, through the mistake of the insurance company's agent in preparing the application for the policy, without any representation or mistake of the owner or applicant for such insurance, may be rectified after the loss of the vessel, the act of the company's agent in such case being that of the company and not of the insured, notwithstanding the fact that he signed the application with his own name "for applicant." So held by Chancellor Ruyyon in the New Jersey Court of Chancery in the case of *Hill vs. The Millville Insurance Company*.—*Bradstreet's*.

### Grubbs in Hides.

There is some agitation in Germany, in hide dealing and tanning circles, over a reported increase of grubbs in hides and snathemas are hurled at the warble fly, which does this damage, with considerable force and eloquence. A German trade cotemporary, having devoted two weeks to a thorough investigation of the subject, concludes that inasmuch as prevention is better than cure, the agricultural and stock papers should advise cattle raisers how to deal with the destructive fly, to the end that stock may in life have relief from the annoying pest, and that in death their hides may not be grubby. Stock raisers are advised to wash the animal in salt water, especially between the months of June and September when the fly is most actively engaged in his work of destruction. To remove grubbs from hides, it is stated that squeezing will suffice, or a wash of tar water or acid vinegar is also effective.

As showing how extensively a grubby condition of hides prevails in Germany, our cotemporary states that examinations were made of the following: 55 pounds; 56 to 64 and 65 to 74 pounds. In these weight classifications, respectively, there were found 98 grubby to 244 sound; 213 grubby to 363 sound; 244 grubby to 480 sound. The proportion, it will be observed, is quite large and it is added that the ten days investigation further showed that the hides of young cattle suffered most from

the grubbs. Probably the damage in America averages even higher, and this being the reason when the grubby condition is most prevalent, it behooves tanners and hide dealers to be especially rigid in the examination of the hides they purchase.—*The Leather Gazette*.

### A Good Buyer.

He is a man of few words; quick to decide; self-confident; thoroughly posted as to the quality and character of goods; knows exactly what he wants and how much; keeps his credit high; takes every discount he can get; knows the absorbing power of his trade or section; is not deluded into purchasing undesirable articles, because they are cheap; is courteous, conservative, and blessed with common sense.

He is an enthusiast, because he believes success is largely dependent upon the zeal and energy displayed. He is in love with his vocation, and therefore a thorough student and close observer of every detail. This means that he regards the whims and wishes of his customers, making them tools of his trade.

He is an exact man, requiring and giving honest count, weight or measure. He examines every invoice to see if the extensions and footings are correct, and is rigid in checking off by the invoice all goods received. Carelessness in this respect is a fruitful source of loss, as entry clerks and shipping clerks are liable to make mistakes.

He keeps his stock fresh and well, yet judiciously, supplied with novelties. He recognizes that it is not always good policy to buy a large amount of one article in order to get it at a lower basis of cost, interest, wear and tear of stock frequently cost more than the extra discount secured. Money is frequently saved by making frequent purchases. The daily buyer of roasted coffee can afford to pay a higher price than he who purchases at a little lower a supply sufficient for a fortnight or a month. He may make a trifle smaller profit per pound, but his trade will increase and his customers be so much better pleased that the net results of his coffee trade will be far more satisfactory than are those of his competitor who buys heavily to get a lower price. In short, stale goods or old stock are more apt to make a loss than a profit.

It is not to be expected that a buyer of general merchandise should be an expert in judging of the quality of all articles he sells. He can, however, be a first-class tester. He will know from experience gained in his own home and from customers, the merit of the flour he offers; which is the best brand of baking powder; what sort of coffee best meets the taste of his patrons; which flavor of tea gives the greatest pleasure to the palate of his customers, and so throughout his entire line of goods. In buying specialties of which he is not a first class judge, he reposes confidence in men whose judgment is superior to his own, and sticks to them so long as they respect his confidence. That is sound policy, because the seller acquires a knowledge of the peculiarities of the buyer's trade, whereas shifting is fatal to maintaining a uniform standard of quality.

In time the good tester becomes generally