have entirely gone out of fashion. The competition in gentlemen's collars, shirts, fronts, etc., has grown to serious proportions, and prices, as a consequence, are very low. The predominant demand is in cheap qualities. The exports to South America have attained larger dimensions than in the past year, but in North America no great progress is made, spite of all the efforts that are put forth. The sales to European countries are, however, very large, though in some the home manufacturers are supplying all needs. The loss of markets in this way is a serious matter for an industry which, like this one, depends so largely upon the export trade, since new markets can scarcely be cultivated with success, countries in which the English market predominates being still closed to the Berlin linen industry. The entrance duty on Irish linen makes competition with English manufacturers impossible, in spite of lower wages and rational methods of manufacture. Lately large new establishments have appeared and old ones have been extended, so that if the position of the industry at this moment is not gratifying, there is a proof of the vitality of this branch of trade. Wages in general have not suffered a decline.—*Kuhlow's Review.*

Recent Legal Decisions.

PROMISSORY NOTE—INFANCY AS A DEFENCE.—Where an infant purchases personal property and gives his promissory note therefor he cannot, on coming of age, retain the property and plead infancy as a defence to the note. So held by the Supreme Court of Nebraska in the case of Philpot vs. Sandwich Manufacturing Co.

BANKRUPTCY—FRAUD—DISCHARGE.—The rule that the term "fraud" in the clause defining the debts from which a bankrupt is not relieved by a discharge under the bankrupt act means positive fraud, or fraud in fact involving moral turpitude or intentional wrong, not implied fraud, which may exist without bad faith, has been reaffirmed by the Supreme Court of the United States in the case of Strong vs. Bradner.

PARTNERSHIP—DEBT—DISSOLUTION.—Where a firm contracted a debt and subsequently dissolved, and thereafter, with notice of the dissolution, the creditors accepted the individual drafts of one of the partners for the debt, and extended the time of payment, without the knowledge or consent of the retiring partner, the Supreme Court of Georgia held the latter thereby released from such debt Louderback et al vs. Lilly et al., decided October 14.

REGULATION OF COMMERCE—EXTRA-STATE TRANSPORTATION.—An act passed by the legislature of Oregon on February 20, 1885, declared it unlawful for any person engaged in the transportation of property by railway in the state to charge or receive any greater compensation for a short haul than a longer one in the same direction. Another section declared that the provisions of the act should not apply to goods intended in good faith to be shipped to points beyond the limits of the state. Judge Deady of the United States Circuit Court for the District of Oregon, has just held (Ex parte Koehler) that wheat intended by a shipper to be sent directly to San Francisco or other points beyond the limits of the state might be carried from any places on the petitioner's road that were en route for such points without the state. The court said in deciding the point: The only reason on which the proviso could have been adopted is that in the carriage of goods out of and beyond the state no injury or inconvenience can result to places within it by reason of a less rate for a long haul than a short one in the same direction. Besides, the transportation of goods to a point without the state is interstate commence and beyond the power of the state to regulate. And it can make no difference in principle or result that the goods so shipped are carried over different lines of transportation within the state before passing beyond its limits. It is the intent or purpose of the shipper concerning the destination of the goods at the time of shipment that determines the question whether they are within the exception or not. Whether the road upon which they are first placed is an interstate one or not is immaterial. Any road which leads beyond the limits of the state, or forms a link in a line of extra-state transportation, upon which goods are shipped with intent to transport them beyond the limits of the state, is so far exempt by the proviso from the operation of the act.

SALE OF GOODS—SUCCESSOR IN BUSINESS.—INQUIRY.—The case of Preston vs. Foellinger, decided recently by the United States Circuit Court for the District of Indiana, arose out of the following state of facts: The defendant was for many years a dealer in boots and shoes at Fort Wayne, Indiana, but a few years ago transferred his stock to his daughter-in-law, who in turn transferred it to her husband, Foellinger's son. The son had the same given name as his father, and allowed the old signs to remain and make use of some old letter-heads which had been printed for his father. Advertisements were, however, inserted in Fort Wayne newspapers stating that the younger Foellinger had purchased the stock of his father. The plaintiff's traveling agent, who knew the father but had never dealt with him, sold a quantity of goods to the son, who was at the counter. The father was in the shop at the time of the sale. The agent asked what was the style of the house, and the son answered "J. Foellinger." Some further sales were made afterward Subsequently the son failed and the plaintiff sued the father. The Circuit Court (Woods, J.) gave judgment for the defendant, saying: The goods were not in fact sold to the defendant, but to another of the same name, who had succeeded to the business, of which due and ample notice was given at the place where the business was conducted. The plaintiff was not misled by the old signs and the old letter-heads, for he had never dealt with the defendant. His salesman who took the first order knew that the defenant had done business in that store, and when he took the order might have thought him still in business there. The agent in dealing at this store for the first time was bound to know the person with whom he dealt, and, if he desired to bind another, to make inquiry to that end. As a rule, that inquiry should be made of the person sought to be bound, and in this instance this was especially obligatory, because the defendant was at the time near by. In asking the style of the house the agent showed that he was not relying on the old signs.

INSURANCE—LOSS—NOTICE TO REBUILD.—A policy of insurance on a building against loss or damage by fire reserved to the insurer the right to repair or rebuild upon giving notice of such intention within ninety days after proof of loss. After such proof the insurer served notice of its intention to rebuild, "acting jointly with other insurance companies claiming to be interested." At the time of the fire and of this notice there were ten separate policies in as many different companies upon the same building, eight of which served like notices severally signed by the company serving them. Before the time expired to rebuild, but while these insurers were taking steps for that purpose, the plaintiff compromised and settled with all said companies so electing to rebuild except defendant, and released each of them from all liability, receiving for such release an amount of money in the aggregate much less than the amount of these policies. The defendant's policy had this condition: "In no case shall the claim be for a greater sum than the actual damages to or cash value of the property at the time of the fire; nor shall the assured be entitled to recover of this company in a greater proportion of the loss or damage than the amount hereby insured bears to the whole sum insured on said property, whether such other insurance be by specific or by general or floating policies, and without reference to the solvency or liability of other insurance." In this case (Good vs. The Buckeye Mutual Fire Insurance Company, reported in the Chicago *Legal News*) the Supreme Court of Ohio held: 1. That the liability of the defendant on its policy as a money indemnity for loss or damage by fire was, under the above quoted conditions in its policy, several and not joint. 2. That the notice by defendant of its intention to rebuild, acting jointly with the other companies having like concurrent insurance and serving like notice, converted the respective policies from contracts for a money indemnity payable in repairing or rebuilding, to be performed in the time named in the policy, or if no time was specified when within a reasonable time. 3. That upon such conversion by the election of the insurers their liability for failure to rebuild was several and not joint, unless this several liability was by agreemet with plaintiff converted into a joint liability; that the service of the notices did not operate to change the terms of this policy, and that therefore the plaintiff might recover on this policy such share of the whole damage as the sum insured bears to the whole amount insured, without reference to the solvency or liability of other insurance 4. That after the policy had been thus converted into a building contract the insured had the right to settle and compromise with any of the companies thus bound to rebuild without releasing the others from such proportionate share of such loss as their policies bore to the aggregate insurance.—*Bradstreet's.*