LEGAL DECISIONS OF TRADE INTEREST.

Reported by Peers Davidson Esq., of the Montreal Bar, for MacLean's Trade Journals.

IN this age of amalgamations and combinations, decisions in regard to joint stock-companies are of more than usual interest. The following decision was lately rendered by the English Court of Appeals, and as the Canadian Companies Act contains similar provisions to those interpreted by it for the first time, the judgment would be authority here.

The action was brought for a declaration that an agreement between the defendant corporation and certain of its shareholders was beyond the power of the company to make, and was, consequently, illegal. Certain shares had been forfeited by the company for nonpayment of calls, a proportion of their value having, however, been previously paid on them. The agreement provided that these shares should be offered to the other shareholders, for the balance of their total par value which was still due upon them.

The articles of association gave directors power to forfeit shares for nonpayment of calls, and article 26 was as follows: "Any shares so forfeited shall be deemed to be the property of the company, and the directors may sell, relot, or otherwise dispose of the same in such manner as they think fit."

The contention of the plaintiff, who was a shareholder, was as follows: The shares revert to the company and become its property. The company cannot be a shareholder in itself. All it can do is to reissue the shares. When issued, they must be issued subject to the payment of the full amount. Therefore, as the agreement in question in effect provided for their issue at a discount, it was illegal.

Lord Justice Lindley, Master of the Rolls, in rendering the judgment of the court, confirming that of Mr. Justice Romer, said:

"The point raised on behalf of the appellant has nothing in it. It has, however, the charm of novelty, and must be considered. I cannot see why a company which has power to forfeit shares for nonpayment of calls should be bound to ignore the fact that the company has received some payment for the shares. That does not follow from the decisions that shares cannot be issued at a discount, and what is proposed to be done in this case does not fall within the principle of those cases. Something has been paid by the former holders of these shares, and we are asked to say as a matter of law that the company must disregard that, and treat the shares as if they were shares to be issued for the first time. Why should we not look at the facts, and allow the company to treat these shares as shares on which something has been paid, and to give credit for the money which has been paid? I see nothing either in common sense or in law which prevents that. It might have been different if nothing had been paid upon the shares, but we have not got that case, but a case of shares on which something has been paid. Why should they be treated as if nothing had been paid upon them? Mr. Justice Romer was right and the appeal must be dismissed." (Morrison v. Trustees, Executors and Securities' Insurance Co., 68 L.J., Ch. Div., p. 11.)

BRITISH TRADE WITH CANADA.

A. B. Wade, representing Black & Wingate, Limited, Glasgow, was in Canada last month in the interests of the firm. It was his first visit to this country. The firm are developing trade with the wholesale firms in this country, especially in hankerchiefs, of which they have a varied range in cotton, linen, lawn, etc. The duties on these goods in the United States are now very high, ranging from 50 per cent. upward, and an extension of business with Canada under our preferential tariff is probable. Like other British houses, Black & Wingate, Limited, are going to take advantage of the more favorable conditions existing in Canada.

THAT SPEAKING-TUBE.

A tailor named Sam Smith visited a large wholesale warehouse and ordered a quantity of goods. He was politely received, and one of the principals showed him over the establishment. On reaching the fourth floor the customer saw a speaking-tube on the wall, the first he had ever seen.

"What is that?" he asked.

"Oh, that is a speaking-tube. It is a great convenience. We can talk with it to the clerks on the first floor without taking the trouble of going downstairs."

"Can they hear anything that you say through it?"

"Yes, and they can reply."

"You don't say so! May I talk through it?"

"Certainly."

The visitor put his mouth to the tube, and asked:

"Are Sam Smith's goods packed yet?"

The people in the office supposed it was the salesman who had asked the question, and in a moment the distinct reply came back:

"No; we are waiting for a telegram from his town. He looks like a slippery customer."—Exchange.

FALL LIST OF MAGOG PRINTS.

The Dominion Cotton Co. are now showing Fall samples of Canadian prints to the wholesale trade, and the price-list for the Fall of 1899 is as follows:

Salisbury	7½c.	Napped sateen (aniline and indigo)	11½c.
Fancy costume	7½c.	Heavy twill (aniline and indigo)	10½c.
Fall suitings	7½c.	Heavy moles	14 c.
Fancy wrapperettes	9½c.	Extra heavy moles	19 c.
Steel grey wrapperettes	9½c.	Ottoman cretonne	8 c.
Reversible flannels	9½c	Oatmeal cretonne	10 c.
Costume twills	9½c.	S. C. indigo	7½c.
Coat linings	10 c.	H. H. H. indigo	10 c.
Napped fancy weaves	10 c.	D. C. "	9½c.
Napped welt cord	10 c.	G. C. "	12½c.
38-in. napped skirting	12 c.		
Moreen skirting	10 c.		
Ladas tweeds	10 c.		

The dry goods stock of Mr. W. McKay, Charlottetown, P.E.I., valued at about $26,000, has been purchased by Prowse Bros., of that city.

A fire occurred in Scantlin & Co.'s flannel mill at Almonte on February 7. The new machines, which were recently installed, were severely scorched, and the loss will total up a large amount. It is partly covered by insurance.

Following the lead of The W. R. Brock Co., Limited, two other Toronto wholesale houses have turned their businesses into incorporated companies, namely, The Wyld, Grasett, Darling Co., Limited, and Gordon, Mackay & Co., Limited.

Rutttan & Co., Manitou, Man., sold out their general store to C. A. Gordon, who was burned out a few weeks ago. In writing THE REVIEW, they say: "We have appreciated your journal very much, and if we were continuing in business we would not care to do without it."

The firm of Kyle, Cheesbrough & Co. has been reorganized by the admission of Mr. Albert D. Kyle, son of Mr. James Kyle, the present senior partner. It now consists of the Messrs. Kyle and Mr. W. A. C. Cheesbrough. No change has been made in the name of the firm.