

## Business East.

## ONTARIO.

W. D. Pringle, baker, Wingham, has been burned out.

T. J. Gould's flour mill, Uzbridge, has been burned out.

Mrs. M. Taylor, grocer, Toronto, has assigned in trust.

J. M. Crawford, grocer, Mount Forrest, has assigned in trust.

L. Lewis, watchmaker, Watford, has sold out his business.

N. Deichurt, hotel keeper, Zerich, has sold out to H. L. Peine.

John Crotty, general storekeeper, Bothwell, has assigned in trust.

W. H. Hays, dealer in fruit, Strathroy, has sold out his business.

Thos. Wilson, hotel keeper, Toronto, has sold out his business.

John Saunders, dealer in boots and shoes, Whitby, has sold out.

C. & J. A. Lloyd, wagon makers, Paris, have dissolved partnership.

Wm. Reynolds, hotel keeper, Exeter, has sold out to E. Portice.

Stewart Bros., dry goods merchants, Ottawa, have assigned in trust.

R. S. Donnelly, general storekeeper, Mattawan, has assigned in trust.

P. J. MacLean, dry goods merchant, Ridgetown, has sold out his business.

J. Gregg, hotel keeper, Toronto, has got the sheriff in possession of his house.

R. C. Stonehouse, general store keeper, Wallaceburg, has assigned in trust.

Margaret Weir, hotel keeper, Enterprise, has been succeeded by James Kenedy.

The stock of Marrion Brothers, general store keepers, Stoney Point, has been sold by auction.

There has been a change in the Haron Soap Co., Goderich, G. Rister going out of the business.

R. Diprose, grocer, Strathroy, has admitted a partner. New firm now is Diprose & Foreman.

Workman, Bush, & Co., Ottawa, dealers in pianos and organs, are about to dissolve partnership.

Charles Cross, dealer in fancy goods, Toronto, has sold out his stock and retired from business.

D. Johnston & Co's Mills, and J. McGregor & Son's Boiler Works, Windsor, have been burned out.

There has been a dissolution of partnership in the Atlantic Publishing Co., of Toronto. E. Meagher retires, and the other partners continue the business.

D. A. Frazer, general store keeper, Watford, has admitted M. McLeay partner. New firm's name is D. A. Frazer & Co.

## QUEBEC.

L. Epinay de Couillard, general store keeper, Cacouna, has assigned in trust.

Paul Dexamps, dealer in boots and shoes, Montreal, has assigned in trust.

James Walker, dealer in boots and shoes, Montreal, has assigned in trust.

R. G. Brown & Co's Piano Factory, St. Jean Baptiste Village, has been burned out.

A. Cameron & Co., boot and shoe manufacturers, Montreal, have assigned in trust.

Ferdinand Polletice, general store keeper, St. Arseno, is offering to compromise with his creditors.

J. Wright & Co., carpenters, Montreal, have dissolved partnership, and business will be continued by R. J. Wright.

Ferdinand Danielson, dealer in groceries, boots and shoes, Baie St. Paul, is endeavoring to reach a compromise with his creditors.

Crossette & Provost Bros., lumber dealers, Valleyfield, have dissolved partnership, and the business is being continued by Octave Crossette.

Fenwick & Selater, dealers in mill supplies, Montreal, have dissolved partnership. Business will be continued by A. G. Fenwick and Wm. Selater under old firm name.

## NOVA SCOTIA.

D. M. Pettis, Parisbore, has given bill of sale of business.

J. A. Craig, druggist, Yarmouth, has given bill of sale of stock.

D. N. Murray & Co., harness dealers, Pictou, have assigned in trust.

J. D. McPhee, hotel keeper, Oxford, has given bill of sale of business.

F. L. De Wolf & Co., lumber dealers, Halifax, has assigned in trust.

Rupes F. Page, general store keeper, Thompson, has assigned in trust.

C. S. McDonald, hotel keeper, Mahone Bay, has given a bill of sale of his business.

A. J. McDonald, general store keeper, Port Hope, has given bill of sale of furniture.

Robert Benjamin, general store keeper, Brookfield, has admitted a partner, and the new firm's name is Benjamin & Marks.

## NEW BRUNSWICK.

S. De Venne, dry goods merchant, Portland, has assigned in trust.

Isiah Tingley, general store keeper, Salisbury, has assigned in trust.

W. A. Wheaton, dealer in carriages, wagons, etc., Salisbury, has assigned in trust.

E. C. Mc Letchey, grocer, Moncton, is offering to compromise with his creditors at 25c on the \$.

THE failures in the United Kingdom and Ireland for the week ending September 1 reported to *Kemp's Mercantile Gazette* numbered 62, as compared with 196 and 212 in the corresponding weeks respectively of 1883 and 1882. England and Wales had 51 failures, as against 174 and 179 in the weeks specified: Scotland had 11, as against 19 and 21, and Ireland had none as against 3 in 1883 and 2 in 1882.

## Recent Legal Decisions.

## RAILROAD—FRAUD OF PASSENGER.

One who travels on a railroad train upon a ticket issued to another without the consent of the company commits a fraud thereby and is not entitled as a passenger in good faith to recover for personal injuries received during transit. So held by the Supreme Court of Iowa in the case of *Way vs. the Chicago, Rock Island & Pacific Railroad Co.*, reported in *Reporter*.

## CONTRACTS FOR FUTURES.

Among the recent decisions of the courts on the vexed questions arising out of dealings in "futures" is that in the case of *Whitesides vs. Hunt et al.*, decided by the Supreme Court of Indiana on the 20th inst. In this case the court held that the former rule, that when the vendor has not the goods but merely intended to go into the market to buy them no auction could be maintained, was now changed so that a vendor may contract for the sale of an article not in his possession, and that this doctrine was consistent with the rules of public policy. What is now required, said the court, is that there shall be a bona fide intent to fulfill the agreement according to its terms, and not merely to pay differences. This latter agreement is gambling and contrary to law. Where a commodity is brought for future actual delivery the contract is valid. But if it is understood by all the parties that there is to be no delivery, but only differences paid, the contract is illegal and void. The court further declared that while parties to such contracts when equally at fault would not be aided by the courts, yet that if either party contracted in good faith he would be entitled to the benefit of his contract no matter what might have been the secret purpose or intention of the other.

## NEGOTIABLE INSTRUMENTS.

The case of the *Central Railroad vs. the First National Bank of Lynchburg*, decided by the Supreme Court of Georgia on the 16th inst., was one in which the cashier of a bank, which held a draft payable to the order of that office, made the following endorsement upon the draft: "Pay W. H. Patterson, cashier, or order, for collection, for account of First National Bank, Lynchburg, Va. Allen W. Talley, cashier." The indorsee made the following endorsement upon the draft: "Pay to John A. Davis, agent, or order, for account of Citizens' Bank of Georgia, Atlanta, Ga. W. H. Patterson, cashier." The draft was delivered to one Davis, an agent of the Central Railroad. The Citizens' Bank failed; Davis collected the draft and the Central Railroad refused to pay the amount to the original payee of it because the Citizens' Bank had failed, and being in debt to the railroad the latter had given its credit for the amount collected. The court held that the qualified endorsement by the cashier of the first bank, directing payment to be made to Patterson, cashier of the Citizens' Bank, or order, for collection, for account of First National Bank of Lynchburg, Va., was nothing more than a warrant of attorney authorizing the indorsee to collect the amount due on the draft for the payee; that it conveyed no title except for that purpose, and was notice to all persons subsequently dealing with it that the payee had not parted with the title or intended to transfer the ownership of the proceeds to another, and that when the second indorsee (the Central Railroad) received the money from the drawers it received that which belonged to the original payee, and this put them in privity with such payee to such an extent that upon failure to pay on demand an action for money had and received would lie.—*Bradstreet's*.