are still checked, and St. Petersburg continues to send less to the United Kingdom. These facts are put out as bull points. Shipments from north Russian ports will cease in a fortnight hence, not to be renewed until May. The quantity of wheat on passage declined 1,500,000 bus, and that of corn 250,000 bus. These are named as additional bull points here.

Flour, low grades (old wheat) was firmer during the middle of the week at previous asking prices, but has since lost such renewed firmness as it had gained, and is dull at the lower levels. The lack of demand is given as the reason. Efforts are making here to cut down the terminal charges for receipts of both wheat and flour. As to the latter, storage facilities are wanted, and the trade is coming to realize it, wheat was weaker and corn firmer yesterday. —*The Northwestern Miller.*

Opposing Rateable Distribution.

Judgments have just been rendered by the Ontario Court of Appeal in three different suits, all resulting from attempts on the part of particular creditors to obtain an advantage over other creditors, after assignment for rateable distribution had been executed. Fortunately, in every case the decision has been adverse to the creditors who made these attempts. Our courts have gone so far from time to time, to protest against technical objections, assignments honestly intended to secure rateable division that it is to be hoped we have heard the last of those attempts to secure preferences in this particular way.

The first of these cases arose out of the failure of one Jarvis, a small trader in Port Sidney, Muskoka District. This gentleman being pressed by creditors, executed an assignment to Mr. Donaldson, an accountant of this city, for the general benefit of all creditors. It appears that the sheriff was at the time of the assignment, in possession under an execution in favor of a Hamilton firm. A suit was pending at the same time at the instance of a wholesale millinery house, in this city. The latter had their execution placed in the Sheriff's hands the day after the assignment took place. Instead of accepting the situation and recognizing the priority of this assignment they, however, insisted upon the Sheriff holding the goods on their behalf. The matter came up before the York County Judge and was decided in favor of the contesting creditors, on the ground that the assignment to Mr. Donaldson did not contain such a description of the goods covered, as to satisfy the provisions of the Chattle Mortgage and Bill of Sale statute which is held to to be applicable to these assignments where there is not an immediate change of possession.

To set aside this decision the trustee resorted to the Court of Appeal, which has now rendered judgement in his favor. That Court holds that the Sheriff having been in possession at the time of the making of the assignment under a prior execution, it was not possible for Jarvis the debtor to transfer possession to the assignee, and that, consequently, a change of possession not being possible under the circumstances, the Chattle Mortgage law, which was intended to apply to cases where a change of possession might have occurred, but was not effected, did not apply. The firm perhaps now conclude that it would have been the wiser, as well as the most proper course, for them in the first instance to accept their share of the assets like other creditors.

The other two appeals arose out of an attempt which has now become well-known, on the part of certain creditors to obtain advantage over the general body of creditors in reference to the affairs of Messrs. Bull & Ross, of Welland and Thorald. In this case an assignment prepared in the interest and at the request of creditors had been procured, after a great deal of difficulty, from the debtors to Mr. E. R. C. Clarkson of this city. All the principal creditors had concurred in the selection of the trustee, and no objection was made to him even by the opposing creditors. Nor was there any contention that there was any danger of loss through his management, nor were any of his acts, in dealing with the estate, complained of. It was, because it had to be, admitted that in the procuring of the assignment, and in every step that had been taken under it, the interest of all creditors had been impartially considered.

Notwithstanding all this proceedings were instituted on behalf of four Montreal firms, with a view to secure payment in full of their claims, on a ground of different technical objections to the deed of assignment. The suits brought by these creditors were tried before Chief Justice Wilson, who decided against all the contentions raised. The case was then carried to the full Court of Queen's Bench with a similar result. Now the Court of Appeal, before which the case has since been brought, has affirmed these decisions. The result is fortunately in favor of the estate without a single dissenting judge in any of the Courts.

This result, achieved as it must have been at very considerable expense, will surely prove an effectual lesson, at any rate to creditors who have thought proper to place themselves in the position which they have occupied at this contest. It would be just as well, that other creditors too, attempting a similar course, should take the lesson to heart.—*Monetary Times.*

A Heavy Judgment.

The decision of the Court of Appeals at Albany, N. Y., in the case of John Baird against the Mayor, etc., of the city of New York, involves a Judgement against the city of about $1,500,000. The Court handed down a decision reversing the judgement of the General Term and affirming the judgment entered on the report of the Referee. The opinion written by Chief-Judge Ruger, is concurred in by all the Judges. It is thought, that with costs and interest, the city will have to pay nearly $1,500,000.

[This is the famous water-meter case which has come down as a reminiscence of the days of Boss Tweed. In 1871, when Commissioner of Public Works Tweed awarded a contract to Jose F. De Navarro for 10,000 water-meters at $70 each. A competitive examination was held, and from the forty entries Mr. Edward H. Tracy selected the Navarro meter and recommended its adoption to Mr. Tweed. It appears that the meters were furnished to the city according to contract, but for some reason they were never used and the municipal authorities refused payment. After the disclosure of the rascalities of the Tweed ring there was a suspicion that this contract might have been one of the ring jobs, and the claims of Navarro were stoutly resisted. This suit against the city was referred to Judge John K. Porter, who had the matter before him seven years, both sides being represented by very able counsel. Judge Porter finally rendered a judgement taken in favor of Mr. Navarro for $1,125,000. An appeal being taken to the General Term by the city on opinion of Judge Davies the decision of the Referee was set aside both on the facts and the law. Mr. Navarro's assignee, John Baird, carried the suit to the Court of Appeals. The case was argued last June at Saratoga.]—*Chicago Journal of Commerce.*

Recent Legal Decisions.

CONTRACT—PART DELIVERY.—In the case of the Mersey Steel & Iron Co., vs. Naylor et al, the House of Lords (England) held that the purchasers of steel from a company, wound up after a part of the first instalment was delivered, did not repudiate to take by refusing to pay for what had been delivered.

DISCHARGE IN BANKRUPTCY.—DEFENSE.—A discharge in bankruptcy will not avail as a defense against a creditor of the bankrupt where the latter, after his discharge, makes an unconditional promise to his debtors to pay him ; the promise to pay, however, must be express and direct ; the mere expression of an intention to pay will not avail, according to the decision of the Supreme Court of Illinois in the case of Katz vs. Moessinger, decided at the September term.

PARTNERSHIP PROPERTY.- The purchaser of an interest of one of the co-partners in partnership property acquires only such interest as the vendor had, and that is his share of the residue after the affairs of the partnership are wound up and the debts paid, including the balance due one partner from the other on the partnership account. Rosentiel vs. Gray et al., decided by the Supreme Court of Illinois on the 27th ult. and reported in the Chicago *Legal News.*

WHOLESALE DEALER.—MEANING OF TERM.—The question what constitutes a "wholesale dealer" was considered in an interesting way by the Kentucky Court of Appeals in the recent case of Pence vs. The Commonwealth. Touching the interpretation of the phrase the court said : In the absence of a statute giving a legal definition to the word wholesale with regard to a particular commodity, it is a question of fact whether, according to the usual course of trade in that commodity, a given transaction is to be regarded as at wholesale or retail. These are relative terms. Etymologically considered it might be said that the sale of a thing as prepared and put up by the manufacturer, to be sold as put up without subtraction, is a wholesale transaction ; but if only a part of the the thing is sold, if there is (as the word retril implies) a cutting or severing of the thing as put up, the sale is a retail transaction.