BALANCING PRICES.

A circular has been issued by a Montreal house offering granulated and yellow in equal quantities at 3¾c. This gives a small margin of profit, but does not make the sugar as low as the Toronto houses now quote. The same firm offers granulated at 3½c., with tea at 20c. in equal quantities. This could be made a very profitable way of selling sugar, for 100 per cent. might be made on the tea.—Empire.

If this mode of doing business is to be one of the consequences of suspending the list, then the sooner the list is restored the better. A regular schedule price, whatever may be said against it, does not throw dust in the eyes of the purchaser. He knows that he is getting sugar at the market price when he pays the rate per pound that the agreement adopts. But when sugar and tea are combined, confusion is introduced, and a man does not know whether he is getting full market value in either. There can be no good purpose served by thus beclouding the business. A trader has a right to fair, open treatment, and there is nothing open about quotations based upon the coupling of goods. The retailer, moreover, must be aware that he has nothing to gain by buying in this "pig in a poke" sort of way. If granulated sugar can not be sold at less than 4½c. alone, than it is not worth any less along with tea. Why, therefore, is it quoted at less when offered with tea? Simply because some addition is made to the price of tea to compensate the wholesaler for the reduction. It is sufficiently puzzling to a retailer to distinguish between two kinds of tea that do not differ much in quality from each other, without having the matter more complicated by the introduction of sugar into the problem. Grades shade away from each other by such easy degrees that it is commonly hard to detect a difference in quality that corresponds to a difference in 2c. of quotation. When the teas are of higher grade the debateable margin may be as much as 5 to 6c. Advantage is taken of this mistiness in comparative value to lose a quarter of a cent a pound on a barrel of sugar and spread it over a chest of tea. The averaging of prices, the buyer may be assured, will be upwards, not downwards. The retailer will usually find that he can buy the tea alone, if he wants it badly, at a better concession than the 75c. that he is allowed on the barrel of granulated sugar for taking it.

SOME BUSINESS LAW.

In each of the following appeals, disposed of last week in Osgoode Hall, there is an important point for business men to make note of. The first relates to prefered creditors, and was heard before Chief Justice Armour and Justice Street in the Queens Bench Division, of the Divisional Court. It was the case of Lane v. Dungannon Driving Park Association.—Judgment on appeal by the unpreferred creditors of one Henderson, who had assigned to the plaintiff for the general benefit of creditors, from an order of Galt C. J., in chambers, directing distribution of a fund in court to certain holders of orders in priority to the appellants. This fund was paid into court by the defendants and was the fund charged by Henderson by means of orders upon the defendants in favor of creditors. Galt, C. J., held that these orders were equitable assignments pro tanto of the fund. The appellants contended that the orders were bills of exchange, not validly accepted, and that the fund should be distributed ratably. The appeal was argued on the 21st May, 1891. Judgment was then reserved, and on 19th June, 1891, the court held that the affidavit evidence was not satistactory and directed that further evidence should be taken at the Goderich Autumn Assizes, 1891. This was done, and instead of the case being re-argued orally, written arguments were put in by agreement, and the case stood for judgment. Street J., held that the orders were not good equitable assignments by themselves, but looking at the evidence that they were good equitable assignments. Armour, C. J., came to the same conclusion on different grounds. Appeal dismissed with costs, here and below to be paid by the appellants. W. H. Blake for the unpreferred creditors. Garrow Q. C., for the holders of orders. Hoyles, Q. C., for the plaintiff.

In the Common Pleas Division were three important decisions. One was in the following case of fraudulent conveyance of goods, heard before Chief Justice Galt, and Justice Rose.

Masuret v. Stewart.—Judgment on appeal by the plaintiff from the judgment of Meredith, J., who tried the action at the Chancery Sittings at London, in November, 1891, dismissing it with costs as of a demurrer. The plaintiff sought to recover the value of a stock of goods transferred by the defendant Stewart, a judgment debtor of the plaintiff, to the defendant Lampman, who in turn disposed of it for value to a bona fide purchaser. The learned judge found for the plaintiff on the facts, holding that the transfer of the goods to Lampman was not bona-fide, and might have been set aside as fraudulent, but that the purchase money paid to Lampman could not be recovered, and that the plaintiff had therefore no remedy. Held (referring to a judgment of Lord Romilly in Cornish v. Clarke, L. R. 14, Eq. 184) that the moneys in the hands of Lampman are subject to the claims of the creditors. Judgment accordingly declaring the arrangement between the debtor and Lampman to have been a fraudulent scheme to defeat the creditors, and ordering Lampman to pay the proceeds of the sale of the goods in question into court to be subject to further order ; and to pay the costs of the action and of this motion. Further directions and costs reserved as respects the distribution of the moneys to be paid into court. Gibbons, Q. C., for the appeal. W. R. Meredith, Q. C., for the defendants contra.

An action before the same judges to recover on a non-negotiable bank check was that of

Wolters v. McLaughlin.—Judgment on motion by the defendant to set aside the judgment of Street, J., who tried the action without a jury at Toronto, and to dismiss the action, or for a new trial, and on motion by the plaintiff to increase the plaintiff's recovery to the full-face value of the instrument sued on. Action on a non-negotiable bank cheque drawn by the defendant and handed over by the payee to the plaintiff, who gave value for it in the presence of the defendant as alleged. The trial judge gave the plaintiff judgment for the value of the goods of the plaintiff, which the defendant received in the transaction, which value was less than the face value of the cheque. Both motions dismissed with costs. W. R. Meredith, Q. C., and F. McPhillips for the defendant. H. Symons and D. W. Saunders for the plaintiff.

McLean v. Clark, before the same judges was a partnership case. Judgment on appeal by the defendant Clark from the judgment of McMahon, J., who tried the action at Perth. The appellant had carried on business at Smith's Falls, and had sold out to his co-defendant Maitland, taking as part of the consideration a chattel mortgage dated 15th June, 1887. The defendant Maitland wished to use Clark's name in his business, and Clark consented to allow him to carry it on under the trade name "Clark, Maitland & Co." on condition that a partnership memorandum showing Maitland to be the sole owner of the business should be registered. By oversight, the memorandum was not registered till the 26th of February, 1888. The plaintiffs, a firm of merchants in Montreal, gave credit to Maitland, and in this action sought to make Clark liable for the indebtedness of Clark, Maitland & Co., first, because Clark by his action in allowing his name to be used had held himself out as a partner, and second, on account of an alleged subsequent contract of guarantee entered into with them by Clark. The appeal is dismissed with costs, the court being of opinion that Clark's actions were sufficient to fix him with liability to the plaintiffs: and that he should have notified them of the change in the ownership of the business. B. M. Britton, Q.C., for the appeal. McCarthy, Q.C., for the plaintiffs, contra.

A well-known collecting agency case was appealed before Chief Justice Armour and Justice Falconbridge. It was as follows:—Green v. Minnes.—Judgment on motion by the plaintiffs John Green and his wife Sarah Green to reverse the judgment or verdict of Rose, J., in favor of the defendants or for a new trial. The action was brought against Minnes & Burns, shopkeepers, of Kingston, and E. S. Andrews, doing business as the Canadian Collecting Association, for libel in advertising for sale an account of Minnes & Burns for $59 against "Mrs. J. Green." The action was tried at Kingston, and by consent the jury was dispensed with and the judge tried the case as a jury and found a verdict for the defendants. He gave a written opinion, in which he held that the mere advertising of an account for sale was not libellous. The plaintiffs contended that the advertising of an account for sale was simply a device for blackmailing them and endeavoring to coerce them into paying the debt, and that at all events the account should not have been advertised the way it was, inasmuch as the liability to the defendants Minnes & Burns was incurred by the first husband of Mrs. Green or by his estate, and that certainly the plaintiff John Green had nothing to do with it, though the publication tended to bring him as well as his wife into contempt. It was also contended for the plaintiffs that the evidence of the gentleman who acted as junior counsel for them was improperly rejected, and also that the plaintiffs were entitled to a new trial on the ground of surprise. The court held that the action was maintainable, that the poster was libellous, and that the libel was not justified, because the amount advertised as due was greater than that actually due. Motion granted and judgment to be entered for plaintffs for $50 damages and costs. Aylesworth, Q. C., for the plaintiffs. John MacIntyre, Q.C., for the defendants.