which will be purchased between now and, say, the next two months will not be affected by the decline in prices.

One difficulty which is making itself felt by both wholesale and retail dealers in regard to the policy pursued by the textile mills of not delivering before December 1st on a basis of new prices, whenever they may be issued, is that the former, generally speaking, have not sufficient goods in stock to carry on the ordinary requirements of their trade until that time. The new quotations are expected this week.

In the department of woolens a very different order of things exists. The position is becoming stronger every week, principally due to the high cost of raw wool. Flannels of all sorts are scarce. Blankets are likely to be in specially great demand in the North-West and elsewhere during the next few months, and they have already advanced in price a little. But the main difficulty is not in getting them at fair prices, but in getting them at all. The trouble consists in getting promise of delivery.

As to general trade, it may be described as fully up to the average for this time of the year, in spite of the somewhat adverse influence exercised by holidays and by uncertainty regarding the harvest. A good many country retailers also have no doubt postponed sending in their orders in the expectation of themselves visiting Toronto during Exhibition fortnight. The fact that Monday next will see the fall millinery and dress goods openings gives point to this determination. In the meantime it may be said that there is good promise for a satisfactory fall trade in dry goods and millinery.

FORGERY.

While the law relative to forgery is settled in certain respects, yet the variation in facts attending certain forgeries gives rise to new combinations of principles which constantly present difficulty to the courts. A most interesting case has recently been decided by the Supreme Court of Canada, which case is unique by reason of the fact that in deciding it the learned judges had absolutely no direct precedent in either the courts of Great Britain, the United States, or Canada, and it became necessary to decide it on the general principles of common law as nearly as possible applicable. In this case of Ewing and the Dominion Bank, one Wallace was manager of a phosphate company in Toronto, and it appears that he forged the signature of Messrs. Ewing & Company, of Montreal, to a note for $2,000, which note he discounted at the Dominion Bank in Toronto on the 15th of August, 1900. Immediately thereafter the Dominion Bank, as is their custom, sent a written notice to Messrs. Ewing & Company, of Montreal, advising the firm that the said note had been discounted at the bank named, and requesting them to make provision for its payment on the 17th of December, 1900, at its maturity. Immediately on receipt of this notice on the 16th of August, Messrs. Ewing & Company, of Montreal, got into communication with the phosphate company of Toronto in order to get an explanation of this unusual proceeding, and within the course of a few days they had learned without question that their signature to the note described was a forgery. Meantime Wallace issued cheques against his deposit as above, which left a balance at the close of business on the 16th of August of $1,350, and on the 17th of $84; and, the funds having thus gone out of the bank's hands, they had no way of recouping themselves.

Messrs. Ewing & Co. did not notify the Dominion Bank that the signature above was not genuine, but continued their communication with Wallace in Toronto to endeavor to get restitution. The note finally matured, and Messrs. Ewing & Company were called on for payment. Refusing, the matter went to suit, and both at the trial and again before the Court of Appeal of Ontario they were ordered to pay to the Dominion Bank the amount of the note. These judgments have now been sustained by the Supreme Court of Canada as above.

Although it seems rather hard that Messrs. Ewing & Co. should have been compelled to pay this note under the circumstances, yet the correctness of the decision cannot well be questioned in view of the truth that it is absolutely essential to sustain a high standard of business morality, because the bulk of all legitimate business is done on a basis of confidence. The decision of the Supreme Court of Canada was based on a technical rule of law known as the doctrine of estoppel, which shortly means that if a man, by silence or acts, induces another man to believe that a given state of circumstances are so, and the other man, believing, therefore, that these facts are true, acts on them and sustains damage thereby, the former cannot thereafter deny the truth of the fictitious circumstances which he by his conduct or silence has induced the other man to accept as true.

This decision also settled that even although a man is not a customer of a bank such as a depositor, for instance, yet if he is advised by the bank that they hold his paper under discount, the signature to which he knows to be a forgery, then a duty is cast on that man to notify the bank of the forgery immediately, in order that they may save themselves by either proceeding directly against the forger or by attaching any monies in their hands, as, for instance, the proceeds of the discount.

In this case, therefore, the Supreme Court held that there was a duty incumbent upon Messrs. Ewing & Company, of Montreal, to immediately, by either telephone or telegraph, advise the Dominion Bank, immediately after receipt of their notice on August 16th, that said note was a forgery, and that Messrs. Ewing & Company having represented to the bank, by not fulfilling this duty and by keeping silent on the matter, that their note was genuine when the bank had parted with practically all the proceeds of the discount as above on August 17th. After that date Messrs. Ewing & Co. were estopped from saying that the note was not genuine, and, therefore, they were liable for the amount of the same to the bank the same as if it had been a genuine signature.

There were a number of decisions previous to this case which had settled the doctrine of estoppel in reference to forged instruments, and it had been definitely decided that where a man was a customer of a bank, as, for instance, a depositor, when such man