

PEAS.

Dull and unchanged at 59 to 60c.

POTATOES.

Offerings in car lots have been made more freely and have sold easier. Early Rose brought 50c, and some white varieties 65c.

APPLES.

Quiet and unchanged at about \$1.50 in car lots.

EGGS.

Prices have held comparatively steady, though offerings have been abundant. The demand has been good and prices inclined to be easier. Large lots sold at 12c and in smaller quantities at 12½c.

BUTTER.

Receipts have at last commenced to increase, and during the week have been fairly up to the demand. This has caused an easier feeling, and prices have tended downward. The bulk of the receipts have been in new rolls, and a few new tubs, all of which have been taken readily at about 20 to 22c. Some choice old also sold at about 20c. In medium grades scarcely anything has been doing, no shipping demand having been heard from. A few tubs of inferior sold at 6 to 7c.

CHEESE.

Stocks have continued light and prices remain firm. Fine still brings 9½ to 10c in small lots. New has been offered at 10c.

PORK.

Quiet and steady at the old price of \$13.50 to \$14.00.

BACON.

Quiet and with holders not disposed to press sales. A lot of 100 sides of long clear sold at 7c. Tons and cases brought 7½ to 7¾c. Smoked Cumberland sold at 7¾ to 8c. Short rolls at 8½ to 9c, and bellies 10 to 10½c.

HAMS.

Small lots of smoked have sold at the unchanged price of 11c in small lots and in large lots at 10 to 10½c.

LARD.

The movement has been confined to pails which have sold at 8¾c for large and 9c for small. Tinnets have sold the same as large pails.

HOGS.

Receipts have been very large, for the demand at this season, and prices have declined. Quotations now rule at from \$5.75 to \$6.00.

Movements of Business Men.

Geo. Galt, of G. F. & J. Galt, is on a trip east.

Major Walsh, of the Northwestern Fuel Co., has returned from the east.

Jas. H. Ashdown, vice-president of the board of trade, has been called away to California, owing to the illness of a brother.

Kenneth McKenzie, president of the board of trade, left for London, Ont., last week. Dime rumor says this trip is one of more than ordinary importance, and that before Mr. McKenzie returns a very interesting ceremony will be performed which it is hoped will add much to his enjoyment of life.

Recent Legal Decisions.

INSURANCE POLICY—ALTERATION AT REQUEST OF HOLDER—A policy of insurance on a boat was issued to the agent of the mortgagees of the boat on account of one Martin and others as owners. Subsequently, at the solicitations

of another agent of the mortgagees, the names of Martin and the others were erased, and that of one Garvey inserted as owner. The New York Court of Appeals held (Martin et al. vs. Tradesman's Insurance Company) that such alteration was not a tortious act on the part of the insurance company, and did not constitute a conversion of the policy, and that the plaintiffs suffered no damage from the act complained of.

SURETYSHIP—AUGMENTATION OF RISK.—A bond was given to the Exchange Bank of Canada for the faithful performance by one Craig of his duties "as an employee of the bank." The bond was given on the occasion of the appointment of Craig as cashier, but the particular nature of the employment was not mentioned in the bond. Subsequently Craig was made successively managing director and president, and finally became a defaulter. The defalcation occurred after Craig's promotion. It appeared that as president he had absolute control of the cash and books. The bank sued the surety on the bond; he defended on the ground that the risk had been augmented. The Superior Court of the Province of Quebec, sitting at Montreal, held, Exchange Bank of Canada vs. Gault, that the risk had been augmented, and the bond invalidated.

CONTRACT—WORK DONE IN BUILDING DESTROYED BY FIRE.—A firm of builders made a contract to furnish and put in a building by a certain date certain fixtures. Some alterations were made in the work by agreement after the contract was entered into. After the date agreed on, but before the completion of the work, the building was accidentally destroyed by fire. The supreme Court of Missouri held (Hayes et al. vs. Second Baptist Church) that the contractors were entitled to recover for work done and materials in the building at the time of the fire. The court said: "In the case at bar the fixtures were, it is true, to be put in place and completed to the satisfaction of the building committee, and to be paid for only when completed; but the contract is based on the assumption that the employer would have the edifice erected and ready to receive the work. All this was a condition precedent to the performance of the contract by the contractor. The implied contract on the part of the employer was to have and keep the building ready to receive the fixtures and keep them therein for such length of time as would reasonably be required to put them in place. The agreement to do this is as much a part of the contract as if expressed therein in terms.—*Bradwell's*."

Manitoba Barley.

The *Trade Bulletin*, of Montreal, thus refers to Manitoba barley: As regards its malting qualities, Manitoban barley has proved a decided success, it having recently been put to a practical test in this city, resulting in the production of a very good description of malt, which can be sold at 86c per bushel of 35 lbs in bond. It is claimed to be equal to malt made from Montreal barley, and it can be sold at a very reasonable price.

IS IT BLACKMAIL?

To the Editor of the Commercial:

DEAR SIR,—In the fall of 1883 we ordered some millinery from a wholesale millinery house in Toronto. On arrival of the goods we found three dozen hats which were not ordered. We immediately notified the house and were instructed to hold goods for the present as the cost of returning them would be too great in proportion to their value. At the time of settling for the goods ordered we informed them we would do so and if able to dispose of all or any would remit proceeds. We heard nothing further in the matter until March 1885 when a draft was presented from this Toronto house for \$25.66 which we refused to accept. To their inquiry regarding our refusal of this draft we reminded them of the conditions on which we held those goods and were instructed to return them immediately. The goods were shipped accordingly and a statement, shipping bill and payment for five hats which we had sold mailed which they duly acknowledged. About the same time we had notice from Messrs Archibald, Howell, Hough & Campbell that this account was in their hands for collection and would issue writ if not paid immediately but on our explaining the circumstances which we then supposed to be an oversight to Messrs Archibald, Howell, Hough & Campbell they decided that any proceedings would only be incurring costs for their clients and allowed the matter to drop. This we supposed to be the end until about a month ago when we had notice from the Merchants Union Law and Collection Association that if our overdue account was not arranged with the Toronto House within ten days it would be placed in their hands for settlement. To this we paid no attention believing that if any steps were taken it would be the usual course, when we would be prepared to stand them suit, but a few days ago we received the following notice:—You will please call upon or remit to Toronto and settle your account otherwise we will be obliged to put your name in our monthly report in order that other merchants may be protected—Yours Respectfully, signed Merchants Union Law & Collection Association—if paid at once \$25.66. Now what is to be inferred from the above? If their case was good why not place it in court and we are pretty sure the sheriff would realize \$25.66 and costs out of our stock, but if as is clearly shown there is no foundation for this claim, can it be considered anything more or less than a species of blackmail, which might be successful with some of their lady customers or parties who depend on such institutions for their credit, but fortunately not being placed in that position our only object in making this matter public is that others may not allow themselves to be imposed upon in the manner thus attempted.

Yours truly,

D. GILLES & Co.
Mianedosa.

Low Freight Rates.

The Chicago railroads have apparently reconciled themselves to the inevitable, and are now doing freight business at rates which are not as remunerative as of yore. In fact, if the statements of some of their managers are to be believed, they are merely earning the cost of handling and transporting, so that if there is to be any profit in the business, it must come from the passenger earnings. If the eastern trunk lines put rates down proportionately, the result ought to appear speedily in the shape of a heavy movement, particularly of grain, although the low prices prevailing do not seem to be so all tempting to foreigners, who are still taking our wheat and flour very sparingly. The reduction of rates without friction between the vari-