

advantage of having direct and almost instantaneous communication with the great commercial emporium of America, by which means those engaged in extensive commercial transactions in this town and neighbourhood can ascertain the state of the New York markets with the velocity of lightning itself, and thus be enabled to purchase upon more advantageous terms. It is probable that in the course of next year the line will be extended through to Montreal, if not to Quebec, and thereby open an open state and direct intercourse with our principal seaport towns. So that any change or fluctuation taking place in the trade of the great staple commodities of these Colonies, will be known almost simultaneously, at Montreal, Hamilton, and New-York: an advantage which will enable parties to transact business with safety and decision. The promptness and energy displayed by the projectors of this new enterprise, affords a pleasing example of what can be accomplished by the united exertions of those who are determined to persevere in a good work, notwithstanding the many difficulties incident upon a new, and comparatively thinly settled country. We understand that the line will be completed and in operation, from Buffalo to this place, in about two months, and we shall thus be enabled upon New Year's morning to present our readers with intelligence from the city of New York by the lightning line.—*Hamilton paper.*

COMMERCIAL TRIALS.

LIABILITY OF FORWARDERS, &c.

HOME ASSIZES.—Cuthler & Co. vs. Brown.—The plaintiffs in this action sought to recover the sum of £500 from the defendant, who is a wharfinger, forwarder, &c., of this city, under the following circumstances.—Certain parties trading as commission merchants, under the style of W. C. Kelly & Co., lodged in Mr. Brown's warehouse 175 barrels of pork, and took from him the usual receipt. The plaintiffs had allowed Kelly & Co. to draw on them to a certain amount, having this and other warehouse receipts in their hands as security "for advances." After they received the receipts, they notified Mr. Brown of the circumstances, but before the letter reached him the pork had been shipped, as it appeared, to Kelly & Co.'s order, for Kingston. Mr. Brown, however, upon receipt of the plaintiffs' notification, wrote in answer, that he had shipped the 175 barrels of pork "for them." One of the firm of Kelly & Co. had, in the meantime, intercepted the pork at Kingston, and sold it in the name of Lynch & Co. to another party, in fraud of the plaintiffs. The real question was, so far as we were able, from the confused manner in which the case was conducted, to understand it, whether the defendant was not aware, at the time he shipped the pork, of the claim upon it. If he was, then by sending it to the order of Kelly & Co., he had made himself liable to the plaintiffs. For the plaintiffs, it was contended that his letter admitting that he had sent it "for them," was conclusive proof of that knowledge. For the defendant, it was declared that the letter was written under a misapprehension of the fact; that "for them" did not necessarily mean "to them," and therefore was inconsistent with what, at all events, was the fact, that it was sent to Kelly & Co., though, as the defendant supposed, it would ultimately reach the plaintiffs.

It was contended by plaintiffs, that the possession of the warehouse receipts was, according to the custom of merchants, evidence of the property in the goods being in the possessor, and therefore it was Mr. Brown's business, before he parted with the pork, to have obtained the receipt, by his neglecting to do so, he had sent the plaintiffs' property to parties who had no right to receive it, and made himself liable for their fraudulent disposal of it. His Lordship, in his charge, did not seem to concur in the plaintiffs' argument on this point to the extent it was urged, but left the case to the jury upon the question, whether the defendant knew, at the time he shipped the pork, that it belonged to the plaintiffs, and the letter, he thought, proved the fact too clearly; he did not see what other construction could, with any show of reason, be put upon it.

Verdict for plaintiffs, £500 damages. It was very evident, before the verdict was given, that neither party, if defeated, intended to be satisfied with the decision of the jury, but would carry it up to the Court above.—*Toronto Examiner.*

LIABILITY OF SHERIFFS.—FRAUDULENT CONVEYANCE.

HOME ASSIZES.—Burns vs. Jarvis.—Was a case of considerable importance, and occupied the Court most of the day. The plaintiff demanded of the defendant, the Sheriff of the Home District, upwards of £70, the value of certain goods and chattels that had been levied and sold under an execution against one Cloake. A Mr. Watson had obtained a verdict against Cloake at the last assizes, upon a note alleged to have been made by Cloake, but which he alleged to be a forgery; and thus, it appears, was the general opinion of the neighbourhood, but the attorney of Watson swore at the trial that he heard Cloake admit the signing of the note, and upon this evidence Watson had a verdict. Burns was in Court at the trial, and was heard to say that Watson ought not to get any thing, as it was unjust, and he would do what he could to prevent it. After they went home, and about three weeks after the execution was put in the Sheriff's hands, Cloake made an assignment of all his property to Burns (who gave him notes for it), and then decamped, and has not been seen since. When the writ went to levy, he found some of Cloake's property in Burns' possession, some of it concealable, and some not forthcoming; upon being informed, he seized, and for this the present action was brought.

For the plaintiff, it was contended that he had lawfully purchased the property, and given value for it; that Cloake was, at the time of the as-

signment, legally competent to dispose of it, and so continued up to the moment when the execution was placed in the Sheriff's hands, which was not for three weeks after; that he (the plaintiff) was liable upon the notes he had given, and that one of them, for £63, was sued at this very assizes, therefore it was clear that the sale was no sham, and as to the law on the subject, a case was cited from the English Courts, decided within the last year, where it was held that a transfer of property, begun the day before, and completed on the same day that a writ was given to the Sheriff, and which both parties expected and intended to defeat, was a good transfer in law, and the intention to prevent a levy would not alone make the act void.

His Lordship told the jury that there was a very important distinction between the case cited and the present one, viz. that there was no fraud in that case. It appeared that at the time of the transfer a sum of money was *bona fide* due to the purchaser, upon a loan before then made to the seller, to enable him to pay his debts, and therefore the intention was a lawful one, viz. to secure what was due to him. But fraud would vitiate anything, and here the plaintiff, with a full knowledge of the facts, stepped in and purchased the property to prevent Watson from recovering; and when told he had made himself liable to a penal action, he said he was not afraid, for nobody could prove he had bought the property. He also stated he had sent away a mare to avoid the execution; no prudent man would act in such a way; and if a jury think the transaction fraudulent, verdict must be for the defendant. Verdict for the defendant.—*Ibid.*

MONTREAL BANK versus JAMES.—This action was somewhat novel in its character. The defendant, who is a merchant in this city, trading under the name of Eagleson & Co., was sued by the Bank to recover the sum of £60, alleged to have been paid to Mrs. James, in mistake. On her presenting a cheque for £10, the clerk, as he asserted, took up a bundle of \$10 bills, and counted out forty of them, which he gave her for the £10 cheque. The error did not appear to have been discovered at the Bank until the evening of that day, and the evidence to charge the defendant consisted altogether of circumstances. The clerk swore he remembered having paid Mrs. James 40 bills; and a person who was waiting in the Bank at the time had so sharp an eye to the money as to be able to state that the bills were \$10 bills, and he believed also, from the bulk, that there were more than 16. It further appeared that Mrs. James had £35 to pay on the same day to Mr. Harris and when she called on him for that purpose, after trying to induce him to accept £30, as she was unable to pay the whole amount, she threw down a roll of bills, stating that was the sum, but upon counting it, he found there was £55. Whereat she seemed a little surprised, and then pretended she had £25 to pay at another place. The defendant's counsel made a very able speech, commenting in terms not remarkable for their honied qualities, upon the gross blundering of the clerk, and the weak, inconclusive character of the evidence, but the jury were of a somewhat different opinion, and gave their verdict for the plaintiffs. Hagerty for plaintiffs; Blake for defendant.—*Ibid.*

PROGRESS OF THE WEST.—The rapid progress of "the West" is exhibited by a comparison of the Exports from the Lake Country in the years 1835 and 1845:—

	1835.	1845.
Flour, Barrels,	86,232	719,466
Wheat, Bushels,	98,011	1,351,980
Staves, Pieces,	2,565,272	88,296,431
Provisions, Barrels,	6,562	68,000
Ashes, Barrels,	4,418	34,602
Wool, Lbs.	149,941	2,957,761

These figures exhibit a progressive increase unparalleled, we believe, in any other quarter of the world.

PROGRESS OF FREE TRADE ON THE CONTINENT.

The cause of free-trade is everywhere progressing, the Free Trade Association of Marseilles has met for the first time on the 17th instant. Mr. Lazare Luce kept the chair, and delivered a long speech, in which he said that the interests of Marseilles and of the whole of the south of France had been sacrificed to the protectionists of the northern departments, because the free-traders had remained separated whilst their opponents had always joined their endeavours, in order to maintain the restrictive duties. The government, said Mr. Luce, was obliged to yield to the powerful coalition of the northern interests. I was one of the delegates sent by Marseilles to Paris, in order to make remonstrances against the baneful legislation. I have been struck by a fact which I beg leave to mention. We were received by one of the Ministers, who did not hesitate to say—"Your opponents, gentlemen, are more numerous than you." This answer was very significant, and proved that they were obliged to count the numbers, instead of weighing the value of arguments.

Since the meeting, a subscription has been opened, and has already produced £680.

All the Marseilles newspapers are favourable to free trade. The *Gazette du Midi* alone, will not admit that principle with all its consequences, because it is a legitimist paper, which is hesitating between the local influence and the general principle of the absolutist party.

In Paris, these papers which were hesitating, began by little and little to espouse the cause of liberty. The *Epoque* has at length openly declared for the free-traders.

In Belgium the Free Trade Association is already organized under M. de Brouckere's patronage, and they have published a sort of manifesto signed by all the members of the provisional board. This society declares that they will immediately take measures to set free the trade of the nutritive commodities.—*London Economist.*