

—One encouraging feature of intercolonial exhibitions is that they stimulate trade by bringing people together, and making the products of one Province known to the inhabitants of another. For example, we learn from the authorities of the Montreal exhibition, opened to-day, that:—"We have already (30th August) secured very creditable displays from the Maritime Provinces, such as furniture from St. Stephen and St. John; carriages from St. John, and textile materials of both wool and cotton from New Brunswick looms. "These exhibits," adds Mr. S. C. Stevenson, are largely the result of inter-communication with the adjoining Province, such for example as the occasion of the Dominion Exhibition in St. John." We are persuaded that not only would inter-Province exhibits follow a better knowledge of the products of each, but sales would follow exhibits. The distances between our commercial centres are so great as to make it often a formidable matter to send samples of goods to the great fairs. Still the experience of many who have tried it is that it pays to do so.

—The council of the North West has decreed that no judgment for debt contracted outside of the North West Territories, shall be enforced there, and no proceedings in respect to such debt, shall be commenced during five years from the time of the immigrant's arrival. The legality of such an ordinance is naturally called in question, and its equity is not apparent. It is a stay-law extra-territorial as the place where the debt was contracted. It differs from a bankrupt law, in this, that the mere presence of the debtor in a particular place releases him from his obligations, for five years, without enquiry or consultation of creditors. It is the more extraordinary that such a law should be passed by a council appointed by the crown—that is the Ottawa Government—which has no constituents to urge the passage of an extreme measure of this kind.

VERBAL OR WRITTEN CONTRACTS.

A feature of the present law governing contracts, the morality of which is open to serious question, is the provision that a verbal contract for the purchase of goods is of no force. That is, that under a statute as old as Charles II's time unless an agreement in writing between two parties for the sale and purchase respectively of merchandise, exceeding forty dollars in value, is not binding if either party choose to repudiate. When so large a proportion of our every-day transactions between merchants consists of verbal orders given to commercial travellers or principals, it is odd, to say the least, that a court of law should be compelled under the statute to maintain that where one party agrees to deliver and another to receive certain goods, the purchaser is no more bound to take than the seller to deliver such goods, if it be found convenient to refuse.

An instance in point is found in a case, involving a sum of \$108, tried before Mr. Justice Sinclair and a jury at the County Court, Hamilton. A member of the Montreal house of Henry Chapman & Co. took an order, on December 11th, last, in Brantford, from a member of the firm J. S. Hamilton & Co., of the latter place, for ten cases Apollinaris water, to be shipped when weather should be favorable,

in order, presumably, that the water should not be frozen during transport. The goods were accordingly shipped, a mild day, the 14th December, being chosen. The weather suddenly grew cold, however, and the goods being delayed somewhat *en route*, were found on their arrival to be frozen. The purchaser declined to receive them, and upon suit being brought, asked for a non-suit, alleging that no contract had been made. The jury found for the plaintiff Chapman on the facts, but the judge decided that under the law the defendant's contention must prevail. Judgment was accordingly given for the Messrs. Hamilton. It was admitted by the defendant, we are informed, that "if the water had not been frozen he would have taken it," which goes to show that a clear enough bargain had been made, which indeed was not denied. But advantage was taken of the state of the law to repudiate the bargain, because it was not reduced to writing.

There may be some force in the retention of this provision of the Statute of Frauds as applied to real estate, but where thousands of transactions in mercantile communities are carried out every week without a line in black and white to bind either party, it seems absurd to retain a law which in effect prohibits a description of business that every merchant does to greater or less degree. As to the particular circumstances of the case described, the opinion may be hazarded that if the defendant's customers, profiting by his example, chose to take advantage of the law, he might find it extremely inconvenient. For, whenever an invoice of goods, ordered verbally, did not suit them, refusal to pay because of "no contract" might be set up in their case as well as in his own.

MILLINERY.

The beginning of September is a time of anxious expectancy to the wholesale milliner, who is desirous of making an early and good display, and eager curiosity to many a retailer, female or male, in the same line, on tip-toe to learn the latest fashions, the newest colors, the most stylish materials. "Opening Day" came this week and was fortunately fine. The warehouses were thronged, the new goods proved, as usual, attractive. The rows of sloping tables, covered with ribbons, artificials, velvets, chenilles, laces, were like so many banks of brilliant colored flowers, while the ladies who moved smilingly amongst them might be likened to the butterflies or busy bees of these gardens, culling their sweets. As to the nervous proprietors or perspiring clerks, now beaming with smiles and now frowning with vexation that they cannot possibly get every one served, they may be termed let us say, the good Genii of the garden.

One feature of this fall season's fashions which will strike even a casual observer, is the abundance and variety of color in all millinery materials. Whether choice be made of dark or light, richness and delicacy of color are apparent to a degree unknown in former times. This is true of feathers, of flowers, of textile materials. It appears that velvets will be quite the rage this season, and that plushes have comparatively "gone out." Chenille also is much used, for trimming and in ornaments. There are plenty of fancy ribbons in market, but the wide widths are less used whether of plaid or flowered or vine patterns. For trimming, as well as for bonnet strings, the material called *velours bossele* is much used; so also are satin and velvet ribbons with Ottoman edge. Velvet and satin reversible ribbons are quite a prominent feature; not less so are two-toned ribbons, say cardinal on one side and black on the other, either plain or ribbed. Other combinations are grey and slate,

bronze and *mousse*, navy and cardinal, &c., &c. Beautifully embossed velvet at twenty or five and twenty dollars the yard is shown for crowns of bonnets. Terry or corduroy velvets in all shades are used for bonnets. A noticeable new color in this connection is what the trade terms "mousse," in English, moss. This may be either dark or light, but the dark is a peculiar shade of green, between an olive and a bronze.

"The present is emphatically a feather and velvet season," said a wholesale milliner, and it appears indeed that these elements abound. In artificial flowers, naturals such as roses, are never out of vogue, and poppies are this year fashionable. Pompons and agriettes of ostrich or of ostrich and osprey or chenille combined, are very fashionable, so, also, are "mattes," which take the place of velvet as bases for feathers. "Mounts," too, are made of feather, sometimes of ostrich gilt tipped, sometimes of marabout, or of cock-feathers, gilt edged with osprey intermingled. For evenings, marabout and osprey ornaments by way of headdress serve to remind one of "ye olden time." The brass or metal ornaments for headgear, in former years so *bizarre* and big, are this year small. Pins are much used and in great diversity of shape and style. Dress pompons of chenille and floss silk are shown.

In mantles, there is nothing markedly new. Dolmans are worn large, in ribbed or corded cloth, embossed velvet or satin, with chenille trimming. Stockinet jackets are the newest garment, hand-embroidered and fitting close to the figure.

WHY DO MERCHANTS FAIL?

The causes of failure among commercial and professional men are a subject of unending interest. That so many do fail, that the proportion of successful men is extremely small, is a lamentable fact, which is ignored or disbelieved by the majority of that numerous class of ill-advised young men who persist in avoiding agricultural and the mechanical trades and essaying commercial life in cities. The United States *Economist* publishes a list of replies from prominent men to its query: "What, in your observation, have been the chief causes of the many failures in life of business and professional men?"

"Idleness and intemperance," is the reply of Governor St. John.

"Trying to carry too big a load," is the opinion of Albion W. Tourgee.

"Stupidity, laziness, rashness and dishonesty," such is the indictment brought by President Eliot of Harvard College against those who have failed within his ken.

"Ill-health; mistakes in the choice of an employment; lack of persistent and continued effort," is the answer given by Professor Sprague of Boston.

"The combined spirit of laziness and self-conceit that makes a man unwilling to do anything unless he can choose just what he will do,"—writes the editor of the *Christian Union*. Dr. Lyman Abbott.

"Breaking the divine laws of the body by vice, those of the mind by overwork and idleness, and those of the heart by making an idol of self,"—declares the philosophic Gen. O. O. Howard.

"Liquor drinking, gambling, reckless speculation, dishonesty, tricky conduct, cheating, idleness, shirking hard work, frivolous reading, lack of manhood in the battle of life, failure to improve opportunities."—Is the comprehensive reply of Joseph Medill, of the *Chicago Tribune*.

Commenting on these, the Philadelphia *Grocer* says:—If we were to compress into two