

forced to fail through the unfair treatment of an unscrupulous creditor. His own version of the matter, as given in his letter we print elsewhere.

We have made some enquiry into his case, and it appears that he has omitted from his recital some material facts, which greatly alter the appearance of his case. We cannot readily imagine a wholesale house breaking faith in the manner described, nor do we think such a course of so-called hardship would be pursued, unless for good and sufficient cause. From what we can learn, there was some reason in this case for the steps taken.

—President Hayes does not recommend the payment of the holders of United States bonds in depreciated silver coin. "If," he says, in his message to Congress, "the United States had the unquestioned right to pay its bonds in silver coin, the little benefit from that process would be greatly overbalanced by the injurious effect of such payment." This is precisely the opinion expressed in these columns some weeks ago. He recognizes that in the new silver coinage the problem will be to "so adjust the ratio between the silver and gold coinage" as to maintain the two currencies in circulation. If either were made to circulate above its market value, the other would be driven out of circulation. Secretary Sherman also rejects the fraudulent recommendations of the Congressional Commission; and he fully understands that if a silver currency were given a forced circulation at a rate greatly above its market value, the effect would be to force gold out of circulation and make it merely an article of merchandize. The old silver dollar is worth only 92 cents in gold. If silver be remonetized, it must be assigned its just proportion in relation to the value of gold; for to enforce the circulation of the old dollar at its nominal value would be an enormous fraud.

—This is the extent to which the refunding of the public debt of the United States has been carried: \$200,000,000 of old bonds, bearing a high rate of interest, have been converted into 4½ per cents.; and of 4 per cents. \$75,496,556 have been taken by the public and paid for. The result is that, within little more than a year, the interest on the debt has been reduced by \$3,775,000. There is still \$729,000,000 which bears six per cent. interest, and \$708,000,000 which bears five. An attempt will naturally be made to carry the refunding process farther. The United States must now be ranked among the countries whose credit stands high in the markets of

the world. The best way to ruin it would be to pay the bondholders in silver worth only 92 cents in the dollar.

—The Secretary of the United States Treasury is enabled to boast that no one has lost a dollar by receiving national bank notes during the last fourteen years. This is the strong point of the system; its weak ones would be more readily developed if the banks were under the necessity of paying specie. Because the National Bank system has one strong point, we are not on that account to regard it as perfection or nearly so.

TIMBER CONTRACTS.

NORRIS VS. ROBERTS.—This was an action recently tried in the Superior Court of Quebec. The plaintiff who resides in Ontario, and is a lumber dealer, averred that in November, 1873, he sold to the defendants at Quebec, 50,000 cubic feet of square white oak timber, to be manufactured during the ensuing season in the State of Michigan, and to be delivered at the Port of Quebec as ordered by buyers in July, August, September, and October, 1874, to average from 60 to 65 cubic feet per stick, to be good quality, sound and well manufactured, and to be paid for measured off, with culls out. Payment to be made by buyers notes at 3 months from each delivery, or in cash less 2½ per cent. at buyers option. The plaintiff alleged that he had performed his part of the contract, but that the defendants refused to receive the timber.

The defendants resisted the action on the ground that the timber offered by the plaintiff in fulfillment of the contract was not of the quality or description agreed upon. They also alleged that no part of the timber delivered by the plaintiff had ever been accepted by them, but that they had refused to accept the same and gave due notice thereof to the plaintiff; and that the plaintiff having failed to complete his contract they had by protest repudiated the contract altogether. The quantities and the fact of delivery were not disputed.

It was also admitted that the bulk of the timber delivered was of the proper description and quality, but it was contended for the defence that in each dram of oak were some sticks of inferior quality and the defendants claimed on that account they rejected the *whole*, instead of accepting what was in accordance with the contract and leaving the rejected pieces to the order of the plaintiff. Mr. Justice D'orion, in delivering the judgment remarked that in his opinion such a contention could not be supported by either law or usage. The defendants witnesses in giving evidence as to the usage in this respect of the lumber trade had what is called by the Court a very accommodating theory for the buyers. They say "when prices are on the increase we accept the drams, take the good timber and leave the balance to the seller or

get a diminution in price, but when prices are fallen we are more severe and may refuse the whole." The law, says His Lordship, is not variable like the atmosphere or the market prices; and what is for the buyer is law for the seller.

His Lordship then proceeds to say that in the case under consideration the sale was not by packages, but by the foot and piece, and the buyers are bound to accept the good timber that is offered to them, rejecting that which is not according to stipulation. The plaintiff was accordingly held entitled to succeed, and the Court of Appeal has since upheld His Lordships decision.

The principle enunciated in this judgment is evidently an important one and of very varied application. While it would be most unreasonable that a buyer should be entitled to refuse the whole purchase on account of a few articles not being according to contract, he certainly should have the right to refuse unless the bulk were substantially in accordance with the terms agreed upon. In this case, however, the proportion of bad timber was so small that any judgment other than that rendered would scarcely be just.

BARLEY EXPORTS.

A noteworthy feature of the Canadian grain trade this season is the unusual quantity of barley shipped to Great Britain. There have been large sales for export this week; one firm sold on Wednesday ninety cars bound across the ocean; and it is stated that not less than a million bushels have been shipped to Britain of Canada barley thus far this season, the bulk of it from New York, but some of it *via* Portland. This is a greater quantity by far than that market has ever absorbed of our barley in a single season. It is important to notice, too, that the bulk of it, if not the whole, is of the grade known as No. 2. American customers for our barley lay great stress upon its color, and insist upon having No. 1. The British market, on the other hand, is only concerned that it shall be of a certain weight per bushel for malting purposes, and regards the color as a minor matter. The effect of this new and capacious outlet is to bring up the price of No. 2 barley to much nearer the figure of No. 1. By our to-day's market report it will be seen that No. 1 declined upon the close of navigation from 70 to 71c last week to 65 to 66c this; while the grade next lower, which we quoted last week at 59 to 60c, is considered worth the former figure still. So long, therefore, as we can meet the views of British buyers of barley, with respect to weight and price, that long we are reasonably sure of a market in the mother country for a material proportion of this important cereal. The matter has gone beyond an experiment, and the prices obtained are evidently satisfactory. Oatmeal is another of our alimentary products which has gone across the Atlantic this season in unusual quantity. The shipments have been larger this