

are to be entered," of his intention to contest payment, setting forth his grounds of defence. Thereupon the Clerk shall notify immediately the the Judge presiding in such court, then "in that event the usual process of law shall be followed as in all disputed suits." If the defence is frivolous or vexatious the defendant shall be liable to all costs and damages incurred. On all judgments obtained under this Act no execution shall issue until after the expiration of thirty days, and then only on Judge's order.

**DE LERY GOLD MINES.**—The action in the case of John O'Farrell and others against Alexander R. C. DeLery, now before the Court, was brought, says the *Quebec Chronicle*, to revoke the instrument known as the patent granted to the DeLery family as seignior and proprietors of the Fief and Seigneurie of Rigaud-Vaudreuil, giving the patentee the exclusive privilege to search, dig for and work all gold mines found in the seigniorie, and to recover \$250,000 damages.

**RAILWAY—RECEIPT NOTE FOR FREIGHT.**—Plaintiff's correspondents in Chicago delivered there to the Michigan Southern Railway Company certain articles of merchandize, to be transported to Toronto for plaintiff, that company at the time of delivery giving a receipt-note to the effect that they had received from plaintiff's correspondents the merchandize in question, consigned to plaintiff at Toronto, to be transported over their line of road to their terminus, and delivered to the company whose line might be considered a part of the route, to be carried to the place of destination; the Michigan Company not to be liable as common carriers for the goods whilst at any of their stations awaiting delivery to the Company which was to forward them; with the further proviso, that no company or carrier forming part of the line, over which the freight was to be carried, should be responsible for demurrage or detention at its terminus, or beyond or on any part of the line, arising from any accumulation or over pressure of business; and that "the Company" should not be liable for the destruction or damage of the freight from any cause whilst in the depot of the company, or for any loss or damage from "Providential" causes, or from fire, whilst in transit or at the stations.

It appeared that there was an arrangement between the Michigan Company and the defendants that the latter should carry their freight from the terminus of their line to certain points in Canada, and that the freight in question here arrived in Detroit, the terminus of the Michigan Company, who telegraphed defendants' agent, the day before its destruction by fire, that it was in store, and requested them to forward it. It also appeared that at this time defendants had such an accumulation of freight on hand that they could not transport it all over their line, and could not therefore receive plaintiff's goods which were destroyed by fire at the Michigan Company's Station in Detroit the day after the defendants were advised of their arrival. In an action against defendants for the value of the goods, charging a refusal on their part to receive them, in consequence of which they became lost to plaintiff, *Held*, that plaintiff could not recover for that the receipt-note given by the Michigan Company, formed the basis of the contract to carry, and that they became the carriers; but that they only undertook to carry over their line of road, and were plaintiff's agents to deliver over his merchandize to defendants to be carried to Toronto; but that the understanding between the Michigan Company and defendants, that the latter would, on certain terms, carry on the former's freight to Canada, created no privity between defendants and plaintiff, so as to enable him to sue defendants for not carrying out that arrangement; and that, even if defendants were bound to receive the merchandize at Detroit, for carriage to Toronto, the evidence shewed that they were not liable for not receiving, owing to

the overcrowded state of their premises, and the pressure of freight upon them.

*Held*, also, that plaintiff could not, in any case, recover more than nominal damages, if even that, as the value of the goods, which had been destroyed by fire, would not be the damages which would naturally flow from a breach of contract, or refusal to carry, in disregard of defendants' common law obligation to do so; for that the loss by fire arose from the omission to insure, and it would by no means follow that, even if defendants had received the property, it might not have been on the express condition of exemption from liability in that event.

*Held*, also, that the condition that "the Company" should not be liable for loss from Providential causes, or from fire from any cause whatever, &c., applied to the Michigan Company alone, and not to defendants also.—*Crawford v. G. W. R. Co.*, 18 C. P. 511.

## Commercial.

### Toronto Market.

Trade has improved somewhat since the beginning of the new year; but there is not much activity in any branch.

**GROCERIES.**—Business, since the beginning of the week, has been a little more brisk; there is a good deal doing with city buyers. *Teas.*—Several lines of medium have met with a better enquiry from jobbers. Considerable sales of half-chests greens have been made in New York on English orders. *Sugars.*—Quiet and unchanged.

**PRODUCE.**—*Wheat.*—Receipts, 8,360 bushels, and 10,050 bushels last week. There is more demand for Spring, chiefly of a local character, and sales of several carloads occurred at \$1 02 to \$1 03. *Midge*, proof would bring the same figures but is not offered. *Fall*, there is a fair demand for good samples, which are worth \$1 10 to \$1 12. Nothing prime could be bought below \$1 14 to \$1 15, owing to its scarcity and to the fact that it is held in few hands. *Barley.*—Receipts by cars 959 bushels and 870 bush. last week. The market is unchanged at \$1 25 to \$1 27; we notice greater activity in the New York market. There are one or two large holders here who are confident of a rise to a point far above present quotations before our Winter is over. *Peas.*—Receipts, slight.—The market is quiet at quotations. *Oats.*—Receipts 4,800 bush. and 2,400 bush. last week. Sales of eight to ten cars occurred at 53 to 54c. delivered in the city, the market closing at 52c. on the track.

**FLOUR.**—Receipts, 1,225 bbls. and 3200 bbls. last week. There are buyers of No. 1 superfine at \$4.50 to \$4.55, and sales of 500 barrels occurred at \$4.55, and 400 bbls. at \$4.60. Other grades nominal and not quoted.

**PROVISIONS.**—*Dressed Hogs.*—The market was active throughout the week, and closed from 75c. to \$1 higher than last week. One or two lots sold at \$9.50, and medium lots brought \$9 freely. Some very light sold as low as \$8.62½. In other provisions nothing doing.

### St. John Markets.

**Breadstuffs.**—The demand continues to be very light, and there is no change in prices. Superfine continues to rate at \$5.90 to \$6 for ordinary brands of Canada, favorite qualities bringing 10c to 15c above the outside rate. Arrivals are in excess of sales, and the stock is not diminishing.

**Flour and Meal.**—Duty: free, except oatmeal, 15 per cent.

Extra State, per brl.	\$5.75 to 6.00
Canada Superfine.	5.90 to 6.00
Canada Choice.	6.00 to 6.15
Family and Pastry.	7.25 to 7.50
Rye Flour.	6.00 to 6.25
Oatmeal.	7.50 to 7.55
Cornmeal.	4.50 to 4.50

Arrivals of flour have kept up late in the year, and the stock now on hand is estimated at 20,000 to 25,000 barrels. Of course, as usual at this date, the demand is small, and will continue so for two months to come, hence there is not much to encourage holders in looking for higher prices. The year has been an unprofitable one to millers and dealers in flour, there being very few indeed who will go out of the year 1868 without loss. A new feature in the flour trade of the past year has been the opening of some trade with the distant port of Milwaukee; some thousands of barrels having been received from there. We believe this trade has been without profit to the importers. Present appearances indicate that low prices will prevail during the winter and spring.

### A Duty on Salt.

A petition has been gotten up by W. T. Hays, Esq., M.P.P., which has been already signed by sixty-four members of the Local Legislature, for presentation to the House of Commons when it meets. It runs as follows:

"We the undersigned members of the Local Legislature of Ontario, would most respectfully represent to your Honorable body, that the discovery of salt at Goderich, in the county of Huron, is an event of great importance not only to this Province but to the whole Dominion of Canada, and we also most respectfully wish to represent to your Honorable body, that salt manufactured in the United States of America, is permitted to be imported into this Province free from duty, and that the Government of the United States exact a duty of seventy cents in gold on every barrel of salt exported from this Province into the said United States. That we look upon this state of affairs as unjust in the extreme, and hope that your Honorable body will take the matter into your serious consideration, and give such relief in the premises as to your Honorable body in your wisdom may seem meet."

### Petroleum.

The movement at New York for the period mentioned was—

Receipts for week ending Jan. 5	pkgs. 16,133
Exports	galls. 203,715
Exports from Jan. 1	galls. 203,729
Exports same time last year	galls. 342,085

The following is the quantity exported from other ports:

	1868.	1867.
From Boston	galls. 2,410,114	2,241,435
Philadelphia	" 32,921,691	29,083,619
Baltimore	" 2,587,707	1,514,435
Portland	" 705,107	900
Cleveland	" 270,000	

Total	" 45,894,619	32,840,471
Total exports from United States	" 98,697,821	66,674,559
Same time in 1866	"	66,919,882
Same time in 1865	"	22,072,018

Stock in yard January 1:	1869.	1868.
Crude	bbls. 9,000	32,574
Refined	" 49,000	3,898
Neptha	" 300	3,855
Residum	"	175

Total	" 59,200	40,503
Stock December 1	"	26,300

### Halifax Market.

**BREAESTUFFS.**—*San. 5.*—*Flour.* There has been no activity in the market the past week, and without quotable change; prices have been more favorable to buyers. The receipts for the week have been large, are in excess of the demand. Canada No. 1 ordinary Supers, \$6.25; choice, \$6.35 to \$6.40; Strong Bakers', \$6.50 to \$6.75; Extra, \$7.25 to \$7.75; Extra State dull at \$6.00 to \$6.40; No. 2, \$5.00 to \$5.30. *Corn Meal.*—Kiln dried unchanged at \$4.75 to \$5.00; Fresh Ground, dull. Oatmeal, \$8.00. Imports from January 1st to December 31st, 1867 and 1868: