do not harmonize. And it requires but little study to find out what change has occurred in society, what has happened whereby a few, either legally or illegally, or in some some cases by accident, have been enormously rich. In the case of the great factories, products are often sold low, and we are asked. Is not this a gain to society? But right here we must interpose. Supposing the products are sold low, the aggregate sales enormous, and the owners become immensely rich out of the enterprise, then it is certain beyond all question that they have not divided fairly with their employes. Low as the product may be to the consumer the division of the profits has not been the best for society. The recent great fortunes testify to the unequal distribution of the wealth of the community. This thing, or that thing or the other may seem to be low, but when its price is considered with relation to that obtained for other things it is not so low, it may be in fact very high. One of the reasons why these hard times continue is the unadjustment of prices. It is true, looking at the subject in a general way, prices are more equal than they used to be. This is due to our postal facilities and telegraph. Some of the exchanges are trying to prove that this equality is due to their high-toned operations, but we are very certain that their position is erroneous. In the olden time great fortunes were made from uncertainties that do not now exist. All the business of the country is more equally divided on the same plane than formerly. The ocean telegraph did much to equalize prices and destroy the advantages which men formerly possessed. When we firmly get hold of the idea that we are both producers and consumers, and that we should seek to get and maintain fair prices instead of very low or very high ones, we shall be far on the way of preparing a remedy that will end the existing business depression.—*Banker's Magazine.*

## The Prince of Wales and Canada.

The Royal Agricultural Show of England, held at Preston, in Lancashire, in the middle of July, passed off with more than usual eclat this year, owing to the visit on two of the principal days of the Prince of Wales and other noble and distinguished visitors. His Royal Highness, on entering the grounds, first visited the handsome stand of the Canadian Pacific Railway, organized by Mr. Alexander Begg, one of the Company's chief representatives in Europe, the exhibit being specially railed off on the occasion for the convenience of the Royal party. First to attract the Prince's attention were the grains from the C. P. R. Experimental Farms west of Moose Jaw, which he examined minutely, the exact locality of growth being indicated on the map. The mineral specimens and the varied and numerous samples of prairie grasses from the Northwest next claimed attention. And these led the Earl of Latham, who formed one of the party, to attract His Royal Highness' attention to the nutricious quality of these natural grasses and their excellence for stock raising, a subject on which the Earl speaks with authority being associated with Mr. Staveley Hill, Q.C., M.P., in some of the finest of the Alberta ranches. Not least surprising to the Royal party were the series of views giving an excellent idea of the wealth of scenery along the line of the Canadian Pacific Railway throughout the Northwest and Rocky Mountains in the examination of which considerable time was spent. Expressing his gratification at the comprehensiveness of the exhibit, the Prince then proceeded to inspect the other sights of the show, which has proved one of the most successful on record.—*Montreal Gazette.*

## Recent Legal Decisions.

INSURANCE POLICY—STIPULATION—KEEPING WATCHMAN.—Keeping a watch-dog in an insured building is not a compliance with a requirement in an insurance policy to keep a watchman on the premises, according to the decision of the Supreme Court of California, in the case of the Trojan Mining Co. vs. Fireman Insurance Co.

LEASE OF BUILDING—IMPLIED WARRANTY—On a lease of a building for public exhibitions, the galleries being designed only for a limited number of spectators, there is no implied warranty that they should be secure against falling with a turbulent crowd. So held by the New York Court of Appeals in the case of Edwards vs. New York, etc., R. Co., reported in the Albany *Law Journal.*

ATTACHMENT—MORTGAGE—PREFERENCE.—According to the decision of the Supreme Court of Louisiana, in the case of Seeligson et al. vs. Ringmaiden et al., decided July 16, "a creditor who sues out an attachment solely on the ground that his debtor has given a mortgage to another creditor, and who is found to have asked a mortgage for himself before the mortgage complained of was given, cannot complain of an unfair preference and justify an attachment on that ground."

ASSIGNMENT FOR BENEFIT OF CREDITORS—EVIDENCE.—A debtor who makes a voluntary assignment of all his property for the benefit of creditors is a competent witness on the trial of an interpleader interposed by his assignee in an attachment suit against him and another, to show that he alone owned the property attached, and therefore that it belonged to the assignee, and was not subject to attachment. So held by the Supreme Court of Illinois in the case of Zimmerman vs. Willard et al.

RAILROAD COMPANY LIABILITY FOR NEGLIGENT FIRES.—In an action to recover for the loss of goods destroyed by fire while in the custody of a railroad company as a warehouseman, evidence that the fire was set out by sparks from an engine operated by the company on its road will entitle the plaintiff to recover unless the company shows that the fire was not caused by any negligence or of care on its part. So held by the Supreme Court of Iowa, in the case of Leland vs. Chicago, Milwaukee & St. Paul Railway Company.

CERTIFICATE OF INCORPORATION—CREDITORS.—The original incorporators of a bank who, by a certificate made in pursuance of the statute, announce the amount of its capital stock, cannot, as against the creditors of the corporation, deny the truth of such certificate, and any secret arrangement between a corporation and its stockholders by which the responsibility of the latter is made less than it appears to be under the articles of incorporation is void as against creditors, according to the decision of the Supreme Court of Nevada, in the case of Thompson vs. Reno Savings Bank et al.

MEANING OF TERM "MANUFACTURER."—One who slaughters hogs and converts them into bacon, lard and cured meats is a "manufacturer," according to the decision of the Ohio Supreme Court Commission in the case of Engle vs. Sohn. "One who produces such results," said the Court, "may as correctly be designated a manufacturer as he who buys lumber and planes, tongues, grooves, or otherwise dresses the same, or as he who by a simple process makes sheets of batting from cotton, or as he who buys fruit and preserves the same by canning, all of whom have been held to be manufacturers and taxed as such under the internal revenue laws of the United States."

CONDEMNATION PROCEEDINGS—LANDS HELD FOR PUBLIC PURPOSES.—Lands acquired and held for public purposes as part of the properity of a state university are not liable to be taken by proceedings for any public use without the unequivocal consent of the legislature of the state, according to the decision of the Minnesota District Court (Hennepin county), in the matter of the application of the St. Paul & Northern Pacific Railroad Company for the condemnation of certain lands belonging to the University of Minnesota. The court held that the question whether any particular tract of land acquired by the request of the university for such use was necessary or proper was not a question for the courts, but was a matter which the law confided to the regents alone.

NEGLIGENCE—CATERER—DUTY TO SUPPLY WHOLESOME FOOD.—According to the decision of the Supreme Court of Massachusetts, in the case of Bishop vs. Weber, a public caterer owes a duty to one lawfully attending an entertainment to supply him with wholesome food, and is liable in negligence for an injury resulting from taking deleterious food furnished by him. The court said: If one holds himself out to the public as a caterer, skilled in providing and preparing food for entertainments, and is employed as such by those who arrange for an entertainment, to furnish food and drink for all who may attend it, and if he undertakes to perform the services accordingly, he stands in such a relation of duty toward a person who lawfully attends the entertainment, and partakes of the food furnished by him, as to be liable in an action of tort for negligence in furnishing unwholesome food whereby such person is injured. The liability does not rest so much upon an implied contract as upon a violation or neglect of a duty voluntary assumed. Indeed, where the guests are entertained without pay, it would be hard to establish an implied contract with each individual. The duty however arises from the relation of the caterer to the guests. The latter have the right to assume that he will furnish for their consumption provisions which are not unwholesome and injurious through any neglect on his part. The furnishing of provisions which endanger human life or health stands clearly upon the same ground as the