### IMPLEMENT TRADE.

### The Twine Market.

Conditions in the twine market remain practically the same as reported last week. There is a heavy demand from all sections where harvest is in progress, and although some delays have been experienced in executing orhave been experienced in executing or-ders, no serious results have been re-ported. There is a strong demand for standard from territory in which har-vest has not begun, indicating a de-sire on the part of dealers to pro-vide themselves with this popular brand. Wire orders are being received from many places at will be done before J harvest has advances from many places at which no cutting will be done before July 21. The oats harvest has advanced as far north as southern Illinois and parallel territory, but it will be two weeks before the machines are started in the big oats

ountrf.

Prices remain as last quoted and are s given below, manila quotations be-

Manila (550-foot) Manila (600-foot) 

### Visiting the Factories.

Visiting the Factories.

H. W. Hutchinson, manager of the Fairchild Co., Limited, Winnipeg, returned this week from a visit to the agricultural implement centres in the United States and Eastern Canada. Fulled States and Eastern Canada. Hutchinson. This year he visited Minneapolis, Moline, Chicago, Walkerville, Waterloo, Woodstock, Toronto, Aurora, Markham, Brockville, and other centres for the manufacture of agricultural implements and farm mackey where he went he found the factories very busy. All are working cultural implements and farm nuchinery, carriages, wagons, etc. Everywhere he went he found the factories very busy. All are working with the property of the control of th

demands of the western trade, the importance of which manufacturers are beginning to realize. The west has not had a monopoly of wet weather this season, for Mr. Hutchinson reports that in the east it rained almost every day in June, and the weather was cold and backward. Hay was being destroyed by the excessive precipitation.

## Implement Trade Notes.

W. Johnston & Co., successors to Johnston & Stewart, implement deal-ers, Winnipeg, have commenced the erection of a large addition to their warehouse on Main street north. The addition will be in the rear of the present premises, and will be 163 by 54 feet on the ground, thus carrying the premises from Main right through to

King street. Space is being left for a spur track along one side of the addition. With the addition the ground floor will be 330 feet deep and bif feet wide at the front. The new building is being built specially for threshers.

Some of the retail dealers the state of the retail dealers the retail dealers the state of the retail dealers the state of the retail dealers the

compared with 467,000.

The Deering Harvester Co. have for some time contemplated erecting a some time contemplated erecting a some time contemplated erecting a some time contemplated to the company has purchased property a little to the east of G. F. Stephens & U.'s warehouse, on the Winnipeg Transfer Rallway track. On this lot they will erect offices and warehouse, the full size of the lot, the Winnipeg Transfer Rallway track. On this lot they will erect offices and varehouse, the full size of the lot, and will be built of brick and stone, with all necessary conveniences for simpling the built of brick and stone, with all necessary conveniences for an experience of the simpling and transferred from the cars implified to the building. Clarodas will be run up and transferred from the cars manager at Winnipeg for the Deering Co., has charge of the entire business for Western Canada, the headquarters of the section Canada, the headquarters of the section Canada, the headquarters of the warehouse in Winnipeg Indicates that the company is alive to the importance of the growing western tradance of the growing western trad-The Deering Harvester Co. have for

# INTERESTING LEGAL DECISIONS.

INTERESTING LEGAL DECISIONS.

The case of Gilleit vs. Lumden, infringement of registered trade mark,
which has just been settled in the
Trial Court, Osgoode Hail, Toronto,
before Justice Street, is one of great
before Justice Street, is one of great
canda, and has attracted the attention of merchants generally for the
past six months.

The facts, nearly as follows: Gilleit mean curved any as follows: Gilleit means curved any curve and curved any curve any curve any curve any curve and curved any curve any c

iett manufacturd and sold large quantities of "Cream Yeast," under that label from 1877 down to 1885, but through their introduction of "Royal Yeast," the sale of the former was suspended for a time. They still made suspended for a time. They still made suspended for a time. They still made same, and kept the original labels in stock, and used them when sales of "Cream Yeast" were made, this label having been registered at Ottawa in 1871 and again in 1884. defendants began the sale of Jersey Cream Yeast, and while there was no attempt at imitation of the plaintiff's packages, in shape or otherwise, they evidently

imitation of the plaintiff's packages, in shape or otherwise, they evidently copied verbatim portions of the print-ed directions for use marked upon plaintiff's labels before them.

The defendant pleaded ignorance of the existence of "Cream Yeast." but the learned judge held that Gillett & Co. had established a reputation for their yeas tunder the name of "Cream Co. had established a reputation for their year. Under the name of "Cream Yeast," had made it their property, years previous to 1901, when the suit was entered, soid any great quantity it showed no abandonment of their it showed no abandonment of their with the goods, as they were at all times prepared to furnish the label "Cream Yeast" upon occasions of re-"Cream Yeast" upon occasions of re-Judgment was granted, declaring that quirement between 1894 and 1991. Judgment was granted, declaring that the defendants, by using the word "cream," as applied to their yeast, have infringed the plaintiff's rights, and the court granted Gillett & Co. a perpetual injunction restraining Lumaden Brothers from doing so, the latter to pay costs of action.

The full court sat Saturday for the purpose of delivering judgments. Present: Chief Justice Killam, Mr. Justice Dubuc and Mr. Justice Rich-

ards. Hughes vs. Chambers.— County

court appeal. Plaintiff sued to recover the balance of an account which had been extending over several years, chiefly for time. Chambers disputed the claim, alleging that he had not been allowed credit for payments jected that the lime had not been soil yet of the provisions. Judge Cumberrand entered a verdiet for plaintiff for \$151.06, against which depends on the provisions of the plaintiff or \$151.06, against which depends on the provision of the plaintiff or \$151.06, against which decount. Mr. Coldwell, K. C., for plaintiff. Mr. Kilgour for defendant. The judgment of the court was determined to the provision of the plaintiff. The provision of the plaintiff of the provision of the court agreeing with the judgment of the county court judge.

Union Bank vs. Ellioit.—County court appeal. Plaintiffs sued the defendants, N. G. Ellioit and A. E. Little, to recover \$127,100, the amount of dated Jan. Id. 1900, and made by Ellioit and Cowie in favor of H. G. Ellioit and Cowie in favor of H. G. Ellioit, it was endorsed by H. G. Ellioit, it was endorsed by H. G. Ellioit, and A. E. Little. Subsequently, Cowie were added as parties to the suit. The defence set up by Ellioit and Little was that the amount of the suit. The defence set up by Ellioit and Little was that the amount of the Ellioit and Cowie, to the bank before action was brought. The same defence was set up by Ellioit and Cowie, and in addition they set up they had and in addition they set up they had for the control of the complex of

case was tried before Judge

appeal

### Before Chief Justice Killam.

Before Chief Justice Killam.

Hoffstrom vs. Stanley.—Suit to enforce a mechanic's lien. Plaintiff was employed by defendant. E. Plaintiff was employed by defendant. E. Angerier on a house Stanley was building in Winnipez. Defendants. Donash and McCulloch were owners of the work on the house, and had given an agreement for sale to Stanley. Not having been paid, plaintiff filed a meded of the standard of the plaintiff filed a meded of the standard of the stand

Culloch, and they having disputed the plaintiff's claim to any relief, neither should be allowed costs as against the

plaintiff's claim to any rellef, neither should be allowed costs as against the other, but, as against Stanley's inter-toots, and he may also have judgment costs, and he may also have judgment against Stanley personally for his claim and costs. An allow the personal of the claim and cost and the claim and countant residing in Winnipes, and he claimed \$1,056 commission as due to him upon the sale of 18,400 acres of land which he sold for the defendant company. Defendants fenied way, and asserted that Davidson was employed and paid by one Grant, the purchase them for him, and that plaintiffs are received from Grant. Mr. Wilson and Mr. Elliott for plaintiff. Mr. Ewart, K. C., and Mr. Bradshaw, for defendants.

His lordship delivered judgment in favor of plaintiff for \$1,656, the full commission, and costs. Manitoba Farmers' Mutual Hail In-surance Co. vs. Fisher.—Appeal from

a judgment of a county court in a for of defendant. The action we brought for the amount of an assement claimed to have been made u on the defendant as a member of a company. The county court just held that the defendant had, beful that the defendant had, beful to be a member of the assessment, ceas to be a merce to be a m the making of the assessment, cease to be a member of the company or able to assessment. His lordship di-missed the appeal with costs. A Wilson and Mr. Crichton for plaintif Mr. C. H./ Campbell, K. C., A. G., f

United States Crop Report.

Washington, July 11.—Preliminary washington, July 11.—Preliminary washington, July 11.—Preliminary the present of agricultural control of the department of agricultural control of the control planted indicate an increase corn planted indicate an increase control of agricultural control of the growing crop agricultural control of the con United States Crop Report.

# Dairy Trade Notes.

Some in the butter trade of East Some in the butter trade of Easts ern Canada were surprised when the information was made public not low-ago that some of the steamships ply-ing between Montreal and the object of the country, are supplied with butter country, are supplied with butter which comes from Normandy, to the which comes from Normandy, to the exclusion of Canadian makers. The excussion of Canadian makers T steamship companies explain that though this butter costs fully 25; cent. more than Canadian would, the were still obliged to use it becan of its splendid keeping quality. The becaus or its spiendid keeping quality. They explain that this Normandy butter is the only kind they can obtain which will keep its quality during a warm voyage. This is rather hard on our Canadian creameries, when one of Canadian creameries, when been so well pleased with the products during recent years.

# New Shoe Laces.

New Shoe Laces.

Plaid laces are in evidence this soison and appears to be taking the place of the plain colors to some extent. A novelty introduced lately is the lassel lace. It is made up with a tag about a half an inch back from the end. It was not not been sometimed to be a lately and the laces. The made up with a lace so the lately popped up. The idea is to do away entirely with the brussy piece of in commonly used. A new silk lace has two or three strands of linen through it, which prevents the running through it, which prevents the is popular. It does not stretch or fray on the side.—Shoe and Leatler Journal.

Strictly fresh eggs went up 2c 1 or dozen in Minneapolis last week. They are now worth 16c per dozen, about 4c more than at this time last year.