

### Cheap Machinery.

One of the reasons why much of our trade has left us is cheapness. English engineers can turn out better work than the engineers of any other nation if they choose to do so, but the competition which has grown up, during the last few years particularly, has been so severe that a very large, and we are afraid an increasing number of firms have in the struggle to make ends meet at low prices gradually let down the quality of their productions until they can no longer be classed even as of medium quality. Manufacturers never make a greater error than when they sacrifice quality, and in severe competition should cease to seek orders which will not pay unless quality be sacrificed, for it is almost axiomatic that a firm's character is ruled not by their best but by their worst quality of work, so that if once a manufacturer stoops to low qualities of work he is doomed to remain there.

As a proof of this is it not a fact today that our busiest firms are those noted for invariable good quality? and are not the low quality men all struggling together in the rush for the poorer class of work? We have known many instances of individual firms who for long were known as one quality men, and yet who in perhaps the push of bad times have been tempted to take cheap orders. This has been their downfall. The cheap orders have demoralized the men, and the low tone once entering is difficult to eradicate, and workmen say to each other, "Oh! this will do; it's only such and such an order," and the result often is that even with all its cheapness the article turned out does not even secure as good a quality as its price warranted. Perhaps if it had been finished no worse than its price it would have given satisfaction, but it has not been so finished; it has been robbed of its poor birthright, and perhaps being sent abroad, it has to compete with the work of the foreigner. Now the foreigner is just at present putting forth his best efforts to compete with our poor efforts, and of course comes off the victor. If English engineers are to hold their own they must simply do as they used to do, and make the words English and good synonymous terms. We are here finding fault with cheapness per se, for we all know that it is less expensive to build an engine now than it was formerly. We speak now more especially of what may be termed wholesale work, which is reproduced in hundreds. In this class modern machinery has cheapened production in many ways, and the final price of the manufactured article may legitimately be correspondingly reduced.

Economically also it is wrong to employ labor in producing bad articles, for to put 20s. worth of labor upon the same value of raw material, to result in a 40s. article, is less economical than putting the same labor upon raw material of the value of 30s., for which perhaps 60s. will be finally obtained. It is often said that the wages of foreign nations, being less, they are better able to produce cheaply than ourselves. This is perhaps true, but it is a fact daily becoming less burdensome to us, for with the spread of knowledge upon the European continent workmen are becoming more

alive to their true position, and shorter hours with higher wages cannot long be withheld. It is surprising that such is not even now a more burning question. Even in America, where it might be supposed a knowledge would have ere this spread of the short hours of work in this country, we find twelve hours a day to be the rule. We are not amongst those who think that a return to longer hours will be seen. The tendency of the day is to short hours, and if the world's production goes on increasing as it has done of late, the greatest question will soon be "What is to be done with our productions?" not "How much can we produce."—*Mechanical World.*

### Recent Legal Decisions.

**MUNICIPAL BONDS—DUTY OF PURCHASER.**—Purchasers of municipal securities must always take the risk of the genuineness of the official signature of those who execute the paper they buy, according to the decision of the Supreme Court of the United States in the case of the Merchants' Exchange National Bank vs. County of Bergen. By "genuineness of the official signature" is meant the genuineness not only of the signature itself, but also of the official character of him who makes it.

**PARTNERSHIP—JOINT OWNERSHIP.**—Where three parties owned and ran a saw mill jointly, on the agreement that one of them was to conduct the operations of the mill, pay all its expenses from the proceeds, and divide the net profits equally between himself and the other two, the three jointly owning the property from which the income was derived, the Supreme Court of Georgia held that this constituted a partnership between them. *Camp vs. Montgomery*, decided December 15.

**BANKRUPTCY—DISCHARGE—FAILURE TO ACCOUNT.**—When one is entrusted with the effects of another to dispose of them for the benefit of the latter, and to account to him therefor, the mere fact that he who was so entrusted has failed to account does not create a debt which is exempted from a discharge in bankruptcy, under section 5,117 of the Revised Statutes of the United States, for fraud, embezzlement, or as being a debt created in a fiduciary capacity, where there is no proof showing that in appropriating the property or proceeds it was done wrongfully and fraudulently and with a fraudulent intent at the time. So held by the Supreme Court of Georgia in the case of *Georgia Railroad vs. Cribbage*, decided December 1.

**GUARANTY—APPLICATION OF PAYMENTS.**—Certain advances were made by a Charleston (S. C.) firm to a firm in Williston upon the following guaranty: "Charleston, S. C., February 3, 1881. Messrs. E. H. Frost & Co.—Dear Sirs: In consideration of your agreeing to advance to Messrs. John A. Weathersbee, Ashly M. Weathersbee and Martin F. Weathersbee, doing business at Williston, S. C., under the firm name of A. M. Weathersbee & Co., not exceeding the sum of seven thousand dollars and interest, I hereby guarantee to you the repayment of the sums advanced and commissions as agreed, etc. Yours respectfully, A. S. Weathersbee." Upon the delivery of an additional guaranty given by the same person for the sum

of \$1,500, further advances were made aggregating in all \$8,500. Afterwards large advances were made by the Charleston firm to the Williston firm, for the purpose of buying cotton, which was shipped to the former, but these latter advancements were without the guaranty of A. J. Weathersbee. When the cotton was shipped no directions were given except to hold for a better price. Nothing was said about applying the proceeds at that time, nor until a large amount, nearly \$10,000, had been advanced and a large quantity of cotton had accumulated, when A. M. Weathersbee & Co., by direction of A. J. Weathersbee, wrote to the Charleston firm directing them to sell the cotton at once and apply net proceeds to credit of amount indorsed by A. J. Weathersbee. The Charleston firm declined to make the application directed and declined to make further advances. Upon a suit brought by the Charleston firm against the guarantor, after judgment against the Williston firm, the Supreme Court of South Carolina held (*Frost et al. vs. Weathersbee et al.*) that the guaranty above referred to was limited to \$8,500, and was not a continuing guaranty in the sense of securing any eventual balance, and that the guaranteed debt was not paid by the direction of the debtors to apply the proceeds of the cotton in the hands of the plaintiffs to the payment of the same, leaving unpaid the advances made to purchase the cotton. The court said: A debtor owing two debts to the same creditor has the right, on making payment, to direct its application. If the debtor has given no directions the creditor may make the application at his pleasure. In this case no instructions were given when the shipments were made, except to hold for better prices. No instructions whatever were given at the time as to the application of the proceeds. In the absence of these the creditor has the right to make the application. Besides, the arrangement as to the purchase of cotton amounted to a contract that these advances were made upon the condition that they should be paid out of the sales of the cotton. A factor who advances money in the purchase of goods has a general lien upon them to secure such advances. The plaintiffs had the right to apply the proceeds of the sale, first, to the advances made in purchasing the cotton, and then the balance in liquidation *pro tanto* of the guaranteed debt.—*Bradstreet's.*

### A Thing Worth Knowing.

Now is the time the egg preserver may get in his work. In many towns, both east and west, shrewd men are packing eggs by the thousands at a cost of less than one cent each. In the winter they will sell at two cents each when fresh eggs are 50 per cent higher. Eggs packed and treated as follows can be kept three months, and seem and look like fresh eggs:

Take a common box, such as is used for packing canned tomatoes; upon a two-inch layer of fresh clean oats place the eggs, large end down, and leave space of at least an inch between the eggs; cover with a layer of oats, and then place another layer of eggs as before, until the box is nearly full; fill it with oats, packing the grain in neatly and screw on the top; place your box