

taken the lead in fish production, will soon be distanced by the Pacific province, for in addition to the fish already enumerated as being found on the west coast, the true cod is now being found off the northwest coast of Queen Charlotte Islands, and although not in great numbers so far, there is ample evidence for believing that the banks where this fish frequent will shortly be discovered, and there it will be found in great abundance.

In 1890 the Province of British Columbia employed 678 men and 29 vessels of 2,042 tons aggregate, in the seal fishery. The total number of seals caught by Canadian vessels in 1890 was 54,853, valued at \$510,111, while 3,768 seals caught by foreign vessels were disposed of in Victoria. The conclusion which these figures suggest is that in a very short time the value of fish commerce on the B. C. coast will be swollen to the hundreds of millions, far distancing the record of the maritime provinces in the palmiest days.

The assertion may seem a strong one, but it must be remembered that the coast line of the maritime provinces and the fishing capacity of their waters sink in comparison with the coast line of British Columbia, some appreciation of which will be obtained by a perusal of Earl Dufferin's voyage amongst the coast islands.

The commerce which has already sprung up in connection with these fisheries is only an indication of what may be expected in the future. A true commerce, founded on the finny tribes of the deep, and owing nothing to railroads or monopolists, having at its head merchants—the friends of men—is giving a status to western commerce that will be recognized all the world over and which will afford openings and employment to thousands of Canadians, and furnish solid material for boards of trade and chambers of commerce, and it will serve to remind them that there is such a thing as true commerce as opposed to petty huckstering—trading beyond seas—as when Tyre and Carthage sent out their fleets to enrich their possessions,

MAXIME MARITIME.

#### THE GREAT NORTH-WESTERN TELEGRAPH SYSTEM.

The announcement is made this week that Mr. Erastus Wiman has resigned the presidency of the Great North-Western Telegraph Company, a position which he has occupied since the company took over the wires of the Montreal and Dominion companies under lease in 1881. Mr. Wiman has been, we understand, at variance with most of his fellow directors for some time with respect to the policy of the company. There can be little doubt that the political views of Mr. Wiman, which he took extraordinary pains to make widely known, and the unfortunate belligerency which he has for years manifested towards the Montreal Telegraph Company, have alienated friends from the Great North-Western system and injured its business. Granted that a hard bargain for that company had been made, it was unwise to abuse and threaten the lessor who had the

whip-hand, as the decisions of three courts pretty clearly showed.

#### NEW SPRING MILLINERY.

Continuing the story begun last week, of the character of spring novelties in millinery, we remark once more the bewildering variety of styles in bonnets and hats, whether straw, lace, or other material. In fact it is hard to indicate any one particular shape that exceeds in popularity. The straws are seen in the light colors that match dress goods, gray, brown, the new grasshopper green, pearl, tan, ecru and black being most noticeable. Crowns are all curiously small, and brims are in the open-work straw pattern and are the most novel for many seasons. Flowers are profusely used to trim both the hats and bonnets, while lace, ribbon and fancy ornaments are combined with them in an artistic manner in the patterns. Describing the New York market a week ago, the *Dry Goods Chronicle* said: "The flat, squatly appearance of the untrimmed shapes is not prepossessing, but the arrangement of trimming gives character, grace and style. The Manila lace hats, with soft Tam O'Shanter crown, are a novelty, and the Milan mixtures, and colored-chip mixtures, also the Neapolitan braids, are quaint in shape and rendered effective by the lace-straw brims.

"In children's and misses' hats new styles are flat in effect, that is, the crowns are flat, the brims drooping, fluted or in poke style. The cheaper grade comes in mixtures of color; the more expensive ones are usually of one color. The 'Daisy' is a novelty resembling the flower it is named after: for little girls with flowing hair it will be a most becoming shape. The sailor hats make their appearance again, and those shown for children are ready to put on, the ribbon-band and rosette being all that is required to render them becoming."

Bonnets of gauze, lace, chiffon and open-work lace-straw are trimmed with the most natural looking daffodils, roses, poppies, primroses, tulips, lilies-of-the-valley, buttercups and the ever popular daisy. Jet crowns are a feature in all millinery stocks, as well as jet edging and jet ornaments. Pins are absolutely needed to hold the hats to the hair, since the crowns are so small. We are told that Crepe de Chine is a fashionable trimming, combined with flowers and velvet; it comes in light blue, coquelicot, light green, beige, brown, lilac and black, and also in cream-white.

#### NEW IDEAS IN RIBBONS.

Nacre ribbons may be regarded as marvels in the manner in which the colors that distinguish them are introduced. They are mostly of the watered and old moire varieties, with the colors shot in. Some of them have wavelets of satin floating on their face, with all the delicate orieny of tinting of the mother-of-pearl and the opal. They are used from one to four inches in width, and are variously plain in grounding, flecked in snowflake designs, seeded, dotted, and striped. The fancy effects are generally in contrasting colors, while elegant patterns of the wider ribbons are striped, half in moire and half in plain satin, the edges in Bedford cording stripes. The Bedford cord striping furnishes also another new idea for ribbons. Some of these hair-striped ribbons are shot with brilliant colors, and the colors are so introduced that, accord-

ing to the direction in which the light falls on them, they show amber striping, either lengthwise the texture or diagonally, the colors in certain pieces appearing in the tints and tones of the rainbow.

This manufacture is as interesting as it is novel. The ribbons are about five inches in width, considerable width being necessary to give them the character required. They have been given the name "Le Fin du Siecle"—The End of the Century. Faille Francaise, gros grains and peau de soie ribbons, with plain, satin-cord, picot and feather edges, and ribbons with narrow scalloped gauzed edges, finished with a very narrow fringe, are among the spring importations. Certain of the French milliners cling to velvet ribbon for bonnet strings, as they cling to piece velvet for the facing of hats and bonnets; but the ribbon used is wider than we have seen in strings for several seasons, and for the most part the velvet is made to give place to its recently popular rivals. Velvet ribbons, nor piece velvets, for the conventional use understood, can hardly be said, however, to be dying out; or, if so, they are dying hard.—*Millinery Trade*.

#### DECISIONS IN COMMERCIAL LAW.

POULIN V. CANADIAN PACIFIC RAILWAY.—A passenger paid the price of a railroad excursion ticket from Detroit to Quebec and return, and accepted from the company's agent without reading it, what the latter represented to be such a ticket. The agent, however, inadvertently stamped upon the return coupon the word "Detroit" above the word "Quebec," instead of *vice versa*, as was necessary to make it valid. On the homeward journey the conductor refused to receive the ticket, notwithstanding the passenger's explanation, and the latter, having no means to pay the cash fare, was put off at a way station, and suffered much humiliation and inconvenience.

Held, that he might sue for breach of the contract and in tort for damages.

1. As between the conductor and the passenger, the ticket has been held to be conclusive evidence of the rights of the passenger.

2. Yet, as between the company and the passenger, the ordinary ticket is not regarded as conclusive evidence of the contract, but as a mere token or voucher to the carrier's servants, who have the conduct of the train, that the holder has paid his fare.

3. While the defect of the ticket presented exempts the conductor from an action for expelling the passenger, or at least, from exemplary damages, when he acts in good faith and without unnecessary force, it does not protect the company or its passenger agent from an action for a breach of the contract which the agent was authorized to make, and did make, with the passenger.

4. The passenger agent was the company's *alter ego* for the purpose of making the contract of carriage, and for his mistake or negligence in the line of his duty his principal must respond.

5. There was a clear violation of the duty of the carrier to the passenger, an invasion, to the latter's damage, of the right which he had purchased, in negligently subjecting him to the indignity, delay and discomfort which, on the facts alleged, followed his expulsion.

6. It is well settled that, when the gist of the action is a tort that arises out of a contract, plaintiff may declare in tort or contract, at his election. The contract in such cases is laid merely as inducement and as the foundation of duty in respect of which plaintiff is said to be in default,