

by the council of the board of trade or chamber of commerce for the place where the inspection is to be made, as will form a board of three, and such additional members of the board shall be sworn in the same manner as the original members were:

"6. If any dispute arises between any inspector or deputy inspector, and the owner or possessor of any article inspected by him, in respect of which article a chief inspector has been appointed, with regard to the quality and condition of such article, or relating thereto, and the parties agree to refer the question to the chief inspector, the matter in dispute shall not be decided by either of the methods in this section before provided, but shall be referred to the chief inspector, who shall immediately examine such article and report his opinion of the quality and condition thereof; and his determination, expressed in writing, shall be final and conclusive, and the inspector or deputy inspector shall immediately conform thereto, and shall brand, stamp or mark, or cause to be branded, marked or stamped, such article, or the package containing the same, of the quality and condition ascertained by the determination aforesaid, or shall grant a certificate of inspection in accordance with such determination, as the case requires:

"7. If the opinion of the inspector or deputy inspector is confirmed by the determination arrived at by any of the methods in this section provided for, the reasonable cost and charges of re-examination shall be paid by the owner or possessor of such article, and, if otherwise, by the inspector or deputy inspector, with all damages."

Other matters of detail have been well attended to, and there is every reason to believe that the Act will be found to work smoothly and well.

Recent Legal Decisions.

BANK—GENERAL DEPOSITOR.—Where a depositor in a bank was clerk of a court and had a deposit in his own name with the word "clerk" added, the Supreme Court of Indiana held that he was no more than a general depositor, and that the addition did not change his status in that respect. *McClain vs. Wallace*, decided April 23.

CONTRACT BY TELEGRAM.—The case of *Fraser vs. Tottenham*, recently decided by the English Court of Appeals, was one in which it appeared that the defendant sent a telegram accepting an offer, and at the same time posted a letter containing new terms. The telegram was acted upon as a complete contract before the letter was received. The court held that the defendant was bound by the telegram, the plaintiff having acted in reliance upon it.

AGREEMENT TO EXTEND TIME—CONSIDERATION.—The agreement of the principal maker of a note given for a loan to keep the money for another year after it is due, and pay the same interest thereon as before, is a good and sufficient consideration to sustain the agreement of the legal holder of the note to extend the time for the payment of the same for another year, and the agreement for such extension will release the surety not assenting thereto, accord-

ing to the decision of the Supreme Court of Illinois in the case of *Dodson et. al. vs. Henderson*.

MANDAMUS—ISSUE OF LICENSE.—In the case of *Carey vs. The Board of Trustees of the Town of Butler*, decided on the 21st inst., the Kentucky Court of Appeals held that the board of trustees of a town could not be compelled by mandamus to issue a coffee-house license with the privilege of selling spirituous liquor; and that they had a discretion in the matter which cannot be controlled. The court said that it was only when they had capiously refused to take any action whatever in the matter that they could be compelled by mandamus to act; but that even then the direction or result of their action could not be controlled.

USURY—LOAN—AGENT—COMMISSIONS.—Where an agent of an insurance company, employed by the company to solicit applications for insurance only, who is not its agent to make loans of money, on making application to the company for a loan for another, retains out of the sum loaned a commission for his services, and the borrower gives his note for the full amount, and for the payment of the highest legal rate of interest, the exaction of such commission from the borrower will not render the transaction usurious. So held by the Supreme Court of Illinois in the case of *Cox vs. The Massachusetts Mutual Life Insurance Co.*

ACCOUNT—RECEIPT—MISTAKE.—Where there has been no mutual examination of an account consisting of many items, and the creditor notifies the debtor of a round sum being due thereon, which, by the mistake of the creditor, is much smaller than the actual balance due, and the debtor gives his note for such balance and receives in return a receipt in full, the creditor may bring his action upon the original account, and if the debtor as a defense answers and attempts to prove an account stated and settled, the creditor may show under a reply containing a general denial that there has been no judgment or settlement of the items of the account between him and the debtor; that the receipt was given by him to the debtor through mistake and that the debtor is only entitled to credit for the amount of the note given by him. So held by the Supreme Court of Kansas in the case of *Clark vs. Marbourg*.—*Bradstreet's*.

Refining Sugar by Electricity.

It is claimed that a process for refining sugar by means of electricity has been discovered, and which promises to revolutionize the sugar refining industry, if true. The headquarters of the company is said to be in New York city and is known as the "Electric Sugar Refining Company." The capital stock amounts to \$1,000,000, and is paid in, so that it is impossible to obtain any new stock.

This company owns the invention of H. C. Friend, of New York, and has the exclusive use for the world. Those who know the process say that it is dry throughout and that the old method of boiling and using bone black is entirely dispensed with. No syrup is produced by the electrical process but the sugar turns out hard and nearly pure, that its analyses shows it to be

almost 100 per cent cane sugar. The inventor claims that he has discovered a new manner of producing the electricity at a nominal cost and has demonstrated many times with small amounts of sugar from ten pounds in weight up to over 2,300 pounds, including various kinds of raw sugar, as beet root, second quality and lava stroops, that the method is a success.

The refined sugar is produced in four hours from the time the machinery is set in motion, and the output continues as long as the raw material is supplied. Mr. Friend pledges as his interest in the company to furnish refined sugar by this process at a price not to exceed eighty cents per ton and the product will show not less than 99.50 per cent of pure sugar. Any description of refined sugar can be produced and the profit will not be less than \$25 for every 2,240 pounds. The whole plant required to produce 4,000 barrels of refined sugar a day for twenty-four working hours will cost about \$100,000. *The Northwestern Trade*.

How Condensed Milk is Made.

When the milk is taken to the factory it is strained, placed in cans or pails, which are put in a tank of water kept hot by steam coils. When hot, it is transferred to larger, steam heated, open vessels, and quickly brought to a boil. This preliminary heating and boiling is for its object the expulsion of the gases of milk, which would cause it to foam in the vacuum pan, and also to add to the keeping qualities of the milk by destroying the mold germs. A second straining follows, after which the milk is transferred to a vacuum pan, where at a temperature below 190 degrees Fahrenheit, it boils and is rapidly concentrated to any degree desired.

The vacuum pan employed is a close vessel of copper, egg shaped, about six feet in diameter. It is heated by steam coils within and by steam jackets without closing the lower portion. In one side of the dome is a small window, through which the gas illuminates the interior, while on the opposite side is an eye glass through which the condition of the contents is observed. The pan is also provided with a vacuum gauge and test sticks.

Each of the milk used in the cities is simply concentrated, without any addition of sugar. The process of concentration is continued in the vacuum pan until one gallon of milk has been reduced to less than a quart.

Condensed milk intended to be preserved for any length of time has an addition of pure cane sugar made to it during the boiling, and is usually put up in sealed cans. This sugared or preserved milk, when prepared will keep for many years.—*Analyst*.

Business Working West.

It is reported that a prominent dry goods merchant of New York is responsible for the following utterance: "I doubt if ten years hence there will be three first class jobbing houses in New York. The jobbers are turning their eyes to the west. Such cities as Minneapolis and Chicago, for instance, are infinitely better as a distributing centre for goods. Of course it would cost a jobber more