

however, caused a restoration of London values and all English securities show a marked advance. This of course produces a loss of the stimulating effect which the English decline had on the American market, which is apparent in the latest quotations. The number of reported failures remains about the same from week to week, but it is a table that is entirely misleading in regard to business prosperity. More than nine-tenths of the failures noted in the commercial reports are for trivial amounts, do not produce a ripple in the trade, and are no indication of the situation.—*Chicago Journal of Commerce.*

### Overproduction Theory.

Every labor saving invention enables one human want to be more cheaply supplied, so that a part of the human energy expended in satisfying it can be turned to the supply of other wants. The overproduction theory, except as limited to a very limited field, and within a narrow compass of time, is altogether without foundation. The human race as a whole does not suffer because its powers of production are increased, or because its wants can be more easily or cheaply supplied, or because things needful for human comfort and use are more abundantly produced. Temporarily, and within some particular market, production may at times so far outrun the demand that a disturbance results. But that is not the phenomenon that we are now witnessing. The disturbance of industry in these days affects many countries, though in a different measure; and while it would have affected this country but little, if at all, but for the disturbance of the tariff question, and has affected us only within the past year or two, it has continued in Great Britain and other countries with increasing force for nearly ten years. The philosophers who preach of overproduction have not yet detected the cause of the evil.—*Chicago Journal of Commerce.*

### Postal Cards Envelopes on Tap.

A curious invention called an automatic postal box is being exhibited by the agents of its inventor at No. 145 Maiden lane. It is a device to supply postal cards or stamped envelopes and paper from a receptacle to be placed in all public places, streets and resorts, by means of mechanism operated by the coin which the purchaser drops into the machine. The inventor of this contrivance is an Englishman, and he has made a successful experiment in introducing it in his own country.

The apparatus consists of a box, somewhat larger than ordinary lamp-post letter-box. In it are two compartments, one containing postal cards, the other, stamped envelopes with sheets of papers inclosed in it. Behind these is a compartment inclosing the machinery. In the lid on the top of the box is a slot over each compartment. When a coin of the denomination (involving a certain size, thickness and weight) for which the machinery has been constructed, is dropped into the slot, the lock of a drawer in the bottom of the box is released, and on the drawer being pulled out a postal card or stamped envelope is found in it. Any other than a proper coin will not release the lock, but

running through the machine, is expelled upon a board at its base. If the coin is bad, it is retained in the machine and the lock is kept fastened. When all the cards or envelopes have been sold a plate rises over the slot marked "empty," and no more coins can be put in.

The machinery of the box may be adapted to the delivery of a variety of such articles, such as theatre tickets, ferry tickets, prize packages, or fancy cards, and it is expected that it will be employed by many of the larger shops and hotels for this kind of delivery.

### Vegetable Leather.

The London *Merchants' Magazine* states that there are very expensive works at Stepney Green, London, in which great quantities of artificial leather are manufactured. In appearance it resembles common leather, and it is only by a very close scrutiny that the distinction between them is detected. It is manufactured in webs fifty yards in length and four and a half in breadth, and is now much used for book-binding and several other purposes for which tanned calf and sheep leather are employed by us.

It is also used by saddlers for making harness, and it may be made of any thickness desirable, and is capable of being stretched and cemented. India-rubber is the principal substance of its composition, but there are other ingredients mixed with it whereby its leather qualities are secured. The method of making it is kept secret, but that such a substance is manufactured, sold and used in large quantities is a fact of too great importance to be overlooked.

The Portage la Prairie oat meal mills will in future be carried on by the Owen Sound and Northwest Milling Co., a chartered company with a paid up capital of \$10,000. The company will also operate flour mills at Qu'Appelle. Mr. D. Johnson will still manage the mills at Portage la Prairie.

### Recent Legal Decisions.

**CUSTOMS DUTIES MEANING OF "HOUSEHOLD EFFECTS."**—A carriage in use abroad for a year by its owner, who brings it to this country for another person, nor for sale, is "household effects" under section 2,505 of the United States Revised Statutes of 1874, and is free from duty, according to the decision of the United States Supreme Court in the case of *Arthur vs. Morgan*.

**RAILROADS—TRANSPORTATION—CUSTOM**—A rule or custom adopted by a railroad company concerning its contracts with its patrons for the transportation of grain cannot operate upon those of its patrons who have no knowledge of the existence of such rule, and such persons will not be legally bound thereby, according to the decision of the Supreme Court of Nebraska in the case of the *Atchison & Northern Railroad Company vs. Miller*.

**RAILROAD—NEGLIGENCE OF CONDUCTORS—DAMAGES**—A passenger who, through the negligence of one conductor on a railroad train is not furnished with a stop-over ticket to which he is entitled, and who, on attempting to resume his journey after a stop, is required by a

second conductor to pay additional fare, leave the train, may elect to leave the train, and in that case may recover from the railroad company not merely the amount of the additional fare which he is subsequently obliged to pay in order to reach his destination, but all damages sustained by him as the direct and natural consequence of the fault of the first conductor. *Yorton vs. Milwaukee, Lake Shore & Western Railway Company*, decided by the Supreme Court of Wisconsin.

**REMOVAL OF CAUSES—PROCEDURE**—The matter of *Fish*, petitioner, decided by the Supreme Court of the United States on the 23d inst., involved the question whether, in a civil suit removed from a state to a federal court, the latter could continue and enforce an order of the state court requiring the defendant to submit to examination as a party before trial, upon penalty of fine and imprisonment. The Supreme Court held that the petitioner, having removed his case into the Circuit Court, had a right to have its further progress governed by the law of the latter court, and not by that of the court from which it was removed, and that if one of the advantages of this removal was an escape from the examination he had a right to that benefit if his case was rightfully removed.

**MEANING OF WORDS IN CHARTER PARTY.**—The words "about ready to sail," used in a charter party in reference to a steamship, imply that she has begun her preparations to get ready to sail, according to the decision of the United States District Court at Baltimore, in the case of *Roberts et al. vs. Gill et al.* This was a libel brought by the plaintiffs against the defendants for the violation of a charter party. The steamship in question was described in a grain charter party, dated August 8, 1884, as "about ready to sail in ballast," and was on that day in the dry dock at Shields, on the Tyne, England, being repaired. The steamer had not in fact begun her preparations on the 8th. As this was a substantial part of the contract, and this delay made her a September instead of an August boat, the court held that the charterers did not get what they contracted for and what they agreed to pay for. They agreed to pay the price demanded for an August boat, which was higher than the market rate for a September boat, but the delay defeated their object, and as the stipulation was broken they were not obliged to take the steamer when tendered.

**TELEGRAPH COMPANY STIPULATION IN CONTRACTS.**—In a recent case, where it appeared that one of the printed blank forms in use by a telegraph company contained the following condition, "No claim for damages shall be valid unless presented in writing within thirty days after sending the message," and beneath the blank space for the message and place of signature was printed in large type, "Read this notice and agreement at the top," the Supreme Court of Minnesota held that one who filled up and signed a message upon such blank form was presumed to have had notice of such condition, and was bound by it as part of his contract with the company, and that the stipulation therein contained was reasonable and valid.