

entered into with Coons, and that making the loss payable to McCallum, did not make him the party insured, and therefore, that in an action upon it by McCallum, he was properly non-suited.—*McCallum vs. Etta Ins. Co.*—20 U. C. C. P. 289.

PRINCIPAL DEBTOR AND SURETY.—The giving time by a creditor to his principal debtor, did after judgment reserved against the surety, does not discharge the surety.—*Duff vs. Burrett.* 17 Chy. Rep., 187.

Where a creditor, by mistake, executed an absolute release to his debtor, but the agreement was, that the creditors right against a surety should be reserved, it was held that the surety was not discharged, and that the creditor was entitled to a decree in Equity to that effect.—*Bank of Montreal vs. McFaul.*—17 Chy., Rep. 234.

INSOLVENCY.—An insolvent compounded with his creditors, and had his goods restored to him; he thereupon resumed his business with the knowledge of his assignee and creditors, and contracted new debts. It was subsequently discovered that he had been guilty of a fraud, which assisted his discharge, whereupon he absconded, and an attachment was sued out against him, by his subsequent creditors. Held, that they were entitled to be paid out of the assets, in priority to the former creditors.—*Blackburn vs. Smith.*, 17 Chy. 208.

PATENT OF INVENTION.—The plaintiff introduced into a drum stove, in addition to a spiral flue, which had been previously in use, a centre pipe, closed at the sides and open at both bottom and top, as a means of producing a greater amount of heat, and obtained a patent for "the spiral flue in connection with the pipe in the centre." Held, that the plaintiff's improvement did not involve any new principle or new combination, and that the patent was void.—*Worik vs. Williams.* 17 Chy., Rep. 179.

LIABILITIES OF SHIPOWNERS.—A case of interest has been decided in the Admiralty Court in England. The consignees of a quantity of oil-cake shipped in bags per the ship *Freedom*, of New York, from that port to London, attached the ship in London for damage to the oil-cake on the voyage. The bill of lading was in the usual way, without any reserving clause, save that of "weight unknown," and the damage arose from mould on the oil-cake. From scientific evidence adduced on the trial, this would seem to have arisen from the presence among the cargo of a quantity of bones, which in a certain heated state threw off a vapor likely to affect the oil-cake in the way indicated. The owners of the ship, in their defence, contended that they were not accountable for damages of this kind, as the article was evidently liable to inherent decay, and, from its own nature, apt to become mouldy. They further endeavored to show that the weather on the passage was such that the hatches could not be kept off, so as to afford proper ventilation to the cargo; but Sir R. J. Phillimore, in giving judgment, said that the evidence on this head was unsatisfactory. He gave it as his opinion that the only exception in the bill of lading being "perils of the seas," it was incumbent on the defendants to show that the damage done arose from this cause. In determining what the "perils of the seas" included, he said neither defective stowage, bad ventilation, close proximity of a heating cargo, such as would throw off heat to affect the whole of it, would fall within that category. He therefore, pronounced for the plaintiffs, with costs, which would amount to between £700 and £800 sterling. This decision makes the ship, when signing what is known as a clean bill of lading, liable for the condition of the goods when delivered, even if perishable in themselves, unless the damage has arisen from the "perils of the seas." It is therefore necessary that the masters of vessels should be careful to see that before signing bills of lading for such cargo there is inserted in them some such clause as "not accountable for mould, dampness, or loss arising therefrom, or for any inherent decay." Whether this decision has

given encouragement to those in the trade, who set up such claims against vessels, we do not know, but since it was pronounced, a claim of a similar kind has been made in London likewise, upon a vessel belonging to Baltimore, which arrived there from Baltimore with a cargo, part of which was oil-cake. The amount claimed for damage was £310, and the owners of the vessel, rather than go to law in the face of such a decision, effected a compromise, getting off with £125. Such a difference between the amounts demanded and accepted shows plainly the iniquitous nature of the claims set up, and what the decision, if not set aside, is likely to inflict on the owners of vessels carrying perishable goods, unless they protect themselves by a bill of lading modified as above indicated.

Commercial.

MONTREAL MARKET.

MONTREAL, Aug. 30.

Business during this week has been rather better than last. The Fall trade has fairly begun, and the wholesale houses anticipate a brisk healthy business. In Dry Goods the Fall trade has commenced fully a week earlier than usual.

The number of vessels at present in Port is small, freights are a trifle better than those noted in last report. Heavy smoke has hung over the city and river nearly all week, and has delayed the steamers on the St. Lawrence.

ASHES.—*Pots*—Market in the early part of the week was steady at \$5.50. A few round lots for shipment were taken at a considerable advance on that figure, towards the close market was dull and little doing at \$5.75, holders not being willing to accept of the decline; *Seconds* are quoted \$5.00, nominal; *Thirds* nominal. *Pearls*—small sales early in the week at \$7.40 to \$7.50, and \$7.75 was offered and refused for a shipping lot, market closes nominal \$7.50; *Seconds* none in market. The stock in store at present is *Pots* 1,043 brls.; *Pearls* 209 brls.; being a decrease of 306 brls. *Pots*, and 859 brls. *Pearls* on the stock in store on the same date of 1869.

BOOTS AND SHOES.—There is no change to note in the leading lines of this trade; an advance has taken place in men's Leather knee Boots in consequence of the scarcity of that kind of stock, orders are coming in freely and manufacturers are kept busy in filling orders.

COAL.—The advance in the price of Gold was expected to influence the American market, and an advance was looked for here. The demand for Coal has been very limited, but as families are now returning to town, an increased demand is looked for. There have been no arrivals of Scotch steam lately, prices of all kinds are unchanged.

DRY GOODS.—The Fall trade has opened with a brisk demand for all kinds of goods, fully a week earlier than usual. There are a large number of buyers in town, and orders are also coming in free from the country. The importations are very large, but business this season so far, has been satisfactory, and is expected to be much beyond last years demands.

DRUGS AND CHEMICALS.—There has been a brisk demand this week for most of the leading articles. Sal soda has moved to a large extent at \$1.40 to \$1.50, principally at outside figures. Caustic soda was sold to some extent at 3½c. to 3¼c. ex ship, and 3¼c. to 4c. ex store. Bleaching powder is enquired for at 2c. Soda ash is unchanged in price, 1½c. to 2c. being the current rate. Saltpetre is still firm, and is held at \$11 to \$12. Alum is quiet at \$2.15 to \$2.25. Epsom salts are easier, price ranging from \$2 to \$2.25. Bi carb. is scarcely so active this week, and sales are reported from \$3.20 to \$3.25. No change to note in other articles.

FISH.—Salmon is rather easier, and has been freely sold at \$14.25 to \$14.50. Dry cod is in fair demand, and for good large fish \$4.50 would

readily be paid. Bay of Island herrings have been sold to some extent at \$2.75 to \$3. Labrador herrings are nominal at \$4.50 to \$5.

FLOUR.—Receipts by canal and railway for the past week 23,813 brls., being a decrease of 3,033 brls. on the past week. Total receipts from January to date 606,410 brls., against 544,162 brls. in corresponding period of 1869, being an increase of 62,248 brls. Shipments by river St. Lawrence for the week, 13,979 brls.; total shipments from 1st January to date 413,065 brls., against 454,005 brls. in corresponding period of 1869, being a decrease of 40,940 brls. There has been rather more business done in the market, but it has not yet recovered from the very high prices which ruled immediately after the breaking out of the European war. There has not been a great deal offered holders being unwilling to accept of the prices offered by the buyers. The market closes to-day very dull, and sick at the following rates which we must again quote as nominal. Superior extra, \$6.40 to \$6.60; extra, \$6 to \$6.25; fancy, \$5.70 to \$5.90; super from Canada wheat, \$5.25 to \$5.30, sales to-day at outside figures; strong bakers flour, \$5.80 to 6½; Welland canal flour nominal at \$5.32 to \$6.35, free; city brands of super nominal \$5.30 to \$5.40, free; Canada super No. 2, \$4.75 to \$4.85; fine, \$4.50 to \$4.60; middlings, \$4 to \$4.10; pollards, \$3.50; U. C. bags, \$2.65 to \$2.70; city bags \$2.90 to \$2.95, delivered. *Oatmeal* is unchanged in price, \$4.75 to \$5 being the general quotation, but higher figures have been got for really choice samples.

FREIGHTS.—There is a pretty good demand for tonnage at present, and rates are rather better than last week. Wheat to Liverpool and Glasgow by steamer 5s. 6d. to 6s., flour 3s. Lining vessels—wheat 5s. to 5s. 6d., flour 2s. 6d. Rates for ashes, provisions, and butter are unchanged. Cheese is 6d. dearer being now quoted at 62s. 6d.

GRAIN.—*Wheat*—Receipts for the past week 200,294 bushels, being a decrease of 104,011 bushels on the receipts of previous week. Total receipts from 1st January to date 3,951,264 bushels, against 3,422,701 bushels in corresponding period of 1869, being an increase of 468,563 bushels. Shipments for the past week 149,557 bushels: Total shipments from 1st January to date 3,300,899 bushels, against 2,428,898 bushels in corresponding period of 1869, being an increase of 875,001 bushels. The shipping demand has been very light and transactions reported unimportant. Quotations are still nominal, and the market closes very quiet. No. 2. Milwaukee has been sold at \$1.06 and holders this afternoon are asking \$1.06½. *Peas*—Market quiet and lower. Small sales at 87 to 90c. No shipping sales reported. *Barley*—About 70c would be paid for good bright samples. *Oats*—Are rather lower, and sales have been chiefly for local wants at 38 to 39c. One sale of about 5,000 bushels reported early in the week at rather an outside price.

GROCERIES.—*Teas*—A steady business has been done this week in Japans at 45 to 55c. Twankays are in demand and have sold to some extent at 35½ to 40c. Imperials are asked for at 50 to 57c, and Hyson Twankays at 42½ to 45c. *Sugar*—Market is quiet at about last weeks rates; some small parcels of fine to good grocery were sold at 8½ to 8¾c, some Havana was sold at 9c. Scotch refined has been sold to some extent at 8½ to 8¾c. Refinery prices here are—yellow 9¼c, 9½c and 9¾c; crushed, at 11¼c; dry crushed 12¼c; ground 12c; golden syrup 48c; standard 44c. *Molasses*—The stock in store is very large, which has tended to lower the market but holders are unwilling to accede to a reduction. Centrifugal is quoted at 21½ to 22½c; clayed 26c; Trinidad 36c; Barbadoes 42½ to 45c; Cienfuegos 36 to 37½c. *Pepper*—Is still scarce and firm at 13½ to 14c. *Cloves*—8½ to 9c. *Nutmegs* are scarce and in demand at 50 to 65c; a small sale of choice reported at the outside figure. *Jamaica Ginger* 17 to 20c; Cassia 32½ to 32¾c. *Fruit*—The market at present is not well supplied. New