he may dictate, and wait thirty days or more for the money or longer? So we say that cutting prices is not only wrong ethically but it injures business, coming back upon those who attempt to outwit their neighbors by a sort of reflex action, as all wrong doings does upon the doer persistently and everlastingly.—*Northwest Trade.*

Recent Legal Decisions.

TRADE MARKS.—FOREIGNERS REGISTRATION.—The petition of a citizen of the republic of France, asserting the right of ownership to a trade-mark, discloses no cause of action, in the absence of specific averment that a copy of the trade-mark was deposited in the Patent Office in Washington as required by the second article of the convention between the United States and France, proclaimed on April 16, 1869. So held by the Supreme Court of Louisiana in the case of Lacroix vs. Escobal.

LIABILITY OF COMMON CARRIER — "CARRIAGES."—The case of the Cream City Street Railway Company vs. The St. Paul Railway Company arose upon a suit brought for damages to a street car in transit over the defendant's line. The latter sought to escape liability on the ground that the condition on the bill of lading stipulated that "carriages" should be transported at the owner's risk. The Supreme Court of Wisconsin, however, held that a street car was not a "carriage" in the accepted sense of the term, and that the defendant company was clearly liable.

LESSOR AND LESSEE—INSURANCE.—Where the property of the lessors in a ginhouse, gin, grist-mill, boiler, etc., was insured by the lessees with the consent of the owners, the policy containing a clause that the loss, if any, was to be paid to the lessees (the lease providing for rebuilding any property destroyed by accident or fire at the expense of the lessees) the Supreme Court of Mississippi held (Hayes et al. Ferguson et al.), that the insurance money, in case the insured property was burned, should be paid to *the lessees for the purpose of replacing the* destroyed property; and that if they refused to so apply it the owners would be entitled to recover the insurance money with interest from the time of the refusal to so apply it.

RESTRAINT OF TRADE—CONTRACT—SALE.—The case of Clark vs. Frank, decided recently by the St Louis Court of Appeals, was one in which a wholesale agent for the sale of thread agreed with his customers to allow them certain credits or rebates at the end of every 6 or 12 months, on condition that they would strictly maintain the trade price of such thread as fixed by such agent. In this action brought by him against a customer on an account for thread sold and delivered, the customer pleaded this agreement, but it appeared that the customer had, during the period in controversy, sold such thread, bought by him of third parties, at less than the trade price fixed by the agent. The court held this precluded the customer from claiming the credits or rebates; that the condition that he would maintain the trade price of the thread was as much broken by selling at less than the trade price thread which he had bought of third parties as that which he had bought of the agent, and that the agreement in question was not a contract in restraint of trade.

TRADE MARK—"STRATHMORE WHISKEY."—In the case of Blair vs. Stock recently decided by the English High Court of Justice, it appeared that the plaintiff, who was a wine and spirit merchant, registered a trade-mark together with the words "Strathmore Blend," which was the name of a certain blend of various whiskies made and sold by him, and advertised the same very widely. Many of the plaintiff's customers were in the habit of ordering his whiskey by calling it "Strathmore whiskey" omitting the word "blend," and the whiskey became known in the market as "Strathmore whiskey." The defendant subsequently registered a trade-mark and the name of "Strathmore" for a whiskey blended and sold by him. The question was whether the use of the word "Strathmore" by the defendant was calculated to deceive. The court (Kay, J.) held that the word "blend" described simply the operation of manufacturing, and was not an essential part of the name of the plaintiff's whiskey; that the word "Strathmore" was a fancy name; that the use of that word by any person, *other than the plaintiff, as a name for whiskey* would be calculated to deceive, and that the defendant should be restrained by injunction from using the word either as part of his trade-mark or otherwise. The court further held that it was not lawful for the defendant to register the word "Strathmore" in combination with his trade-mark, and that the register should be rectified by striking out the word.—*Bradstreet's.*

Designs for Overcoats.

In continuing its study of novelties for overcoats, *Les Tissues* refers to its closing remark in the previous issue relative to the advantages of silk as applied to the stuffs now under consideration. The use of silk, it reaffirms, in such conditions will obtain the greatest success —*that is, it will secure a preference.* Moreover, every user will quickly adopt this new tendency of taste, recognizing the fact that the variety of color and brilliancy of effect combine to make the most perfect result. The samples which have been shown of these goods (only samples having been made as yet in goods for overcoats) were in diagonals, marked bronze warp, black woof forming a distinct wrinkle. Upon this black ground were dots of bright silk of several colors irregularly sown and perfectly visible at a yard's distance. The silk at the length of 100,000 yards to the pound was distributed in sufficient quantity without confusion. A kind of plain-looking stuff, with fine grain, rich and of a refined taste, of rough finishing, is also very much recommended. Its merit, beauty and elegance are generally admired, and the goods are sure to secure an important sale, especially where there is a fine collection of *mode* shades of a very varied assortment in plain or mixed tints, the latter being the most preferred. It is indispensable to dress these goods with a fine and broad edge, at least two centimetres in width. Particular attention is also called to a type of stuff the novelty of which consists in the happy application of the mohair thread, forming a square on a plain ground of rough finishing. This distinguished effect is considered quite "chic."—*Am. Jour. of Fabrics and Dry Goods Bulletin.*

Fish Spoilage.

Codfish—whether real, Cod or its allied families of *Hake, Haddock and Cusk*, is more or less subject to spoilage especially in hot weather. Storing it in an even,—and if possible—dry temperature, will prolong its sound existence. When it commences to turn red, it is advisable, and far more advantageous to owners, to put it in pickle immediately, made of a strong brine; when pickled it will keep sound for some time, and it is just as palatable for table use, after freshening, as in its dry state. Codfish, if thus treated, will yield a better return to owners, than if they wait to the last moment holding it in boxes, hoping to sell it; failing in which it is generally shipped to a more northern market, from which it has frequently to be dumped as unsaleable at an expense to owners, and at the best seldom realize much more than freight, cartage, commission, storage and insurance.

Salted fish should never be kept in the sun, or exposed to its heat, either direct or indirect, it is liable to become what is termed "sun-cooked," which is simply a par-boiling, thereby spoiling the fish. No shipper can be held responsible for such damage, and it is always caused by either ignorance as the result of such exposure, or carelessness of the party, in whose possession the fish is at the time. Experience and actual tests have demonstrated that salted fish, and especially lake fish, which are much more tender than those caught in salt water, can become sun-cooked within a period of from two to twenty-four hours, according to the exposure to the influence of the sun under which they may be placed.

Sour fish are rarely the fault of the dealer, and a shipment containing such should be *instantly rejected, as there is no cure whatever* for sour fish. The cause of this souring is either imperfect curing on the fishing grounds, or too long exposure in a fresh state before salting.

Rusted fish have become so either from too great an age or from carelessness in not rebrining leaky packages. It is the duty of every receiver to take care of the goods after receipt, to have all properly examined, and if leaky packages are found, to have them recoopered and refilled with strong brine. Washing and scrubbing will not make rust fish merchantable.

Ragged fish are not spoiled. All fish caught in gill nets are more or less ragged but if they are graded lower, and are worth less in consequence.

Salt containing an undue amount of lime should never be used for brine, it creates first a slime, and afterwards destroys fish, virtually "eating it up." Use salt as nearly of a purity of 100 per cent. as you are able to obtain. Almost any salt will do for family use, where things preserved are soon consumed, but it will not answer the purpose of packers.

Smoked fish in hot weather should be ordered only in small quantities, and on arrival