DECISIONS IN COMMERCIAL LAW.

UNION STEAMSHIP CO. v. CLARIDGE.—Where a shipping company employ a contractor to unload their ship, but appoint certain of the crew to assist in the unloading, it is a question of fact, according to the Privy Council, whether such members of the crew were under the orders and control of the contractor's foreman or not, and whether, therefore, the company are liable to one of the contractor's workmen who receives injuries through the negligence of such members of the crew.

NIXON v. QUEEN INSURANCE CO.—A policy of insurance against fire required that in case of loss the insured should, within fourteen days, furnish as particular an account of the property destroyed, &c., as the nature and circumstances of the case would admit of. The property of insured by this policy was destroyed by fire, and in lieu of the required account he delivered to the agent of the insurers an affidavit in which, after stating the general character of the property insured, he swore that his invoice book had been burned and he had no adequate means of finding the exact amount of his loss, but he had made as careful an estimate as the nature and circumstances of the case would admit of, and found the loss to be between $3,000 and $4,000. An action on the policy was defended on the ground of non-compliance with this condition. On the trial the jury answered all the questions submitted to them, except two, in favor of N. These two questions, whether or not N. could have made a tolerably complete list of the contents of his store immediately before the fire, and whether or not he delivered as particular an account, etc. (as in the condition), were not answered. The trial Judge gave judgment in favor of N., which the court of Nova Scotia *en banc* reversed and ordered judgment to be entered for the company. Held by the Supreme Court of Canada, that, as the evidence conclusively showed that N., with the assistance of his clerk, could have made a tolerably correct list of the goods lost, the condition was not complied with; and further, that, as under the evidence, the jury could not have answered the questions they refused to answer in favor of N., a new trial was unnecessary, and judgment was properly entered for the company.

SALTERIO v. CITY OF LONDON FIRE INSURANCE CO.—A condition in a policy of insurance against fire provided that if the policy or any interest therein should be assigned, parted with or in any way encumbered, the insurance should be absolutely void, unless the consent of the company thereto was obtained and endorsed on the policy. S., the insured under the policy assigned, by way of chattel mortgage, assigned all the property insured, and all policies of insurance thereon and all renewals thereof, to a creditor. At the time of such assignment S. had other insurance on the property, the policies of which did not prohibit their assignment. The consent of the company to the transfer was not obtained and endorsed on the policy. Held by the Supreme Court of Canada, affirming the decision of the Supreme Court of Nova Scotia, that the mortgage of the policy by S. without such consent made it void, and he could not recover the amount insured in case of loss.

HURDMAN v. CANADA ATLANTIC R. R. CO.—In an action under Lord Campbell's Act for damages arising from the death of a servant of a lumber company, who was engaged in counting lumber in a car of the defendants in the lumber company's yard, caused by his being squeezed between two piles of lumber, owing, as the jury found, to the negligence of the defendants' servants in charge of an engine in giving the cars too strong a push, the Court of Queen's Bench held that, assuming knowledge on the part of the crew of the engine of the position of the deceased in the car, it would be a negligent act to propel the car so rapidly against another as to be likely to injure him, and, there being a conflict of evidence as to the rate of speed, the case could not have been withdrawn from the jury. The knowledge of the crew of the engine that the deceased was in the car and of the probable consequences to him of the work in which they were engaged, if done without due care, imposed upon them a duty, whether he was there as a mere licensee or otherwise, to use the care necessary to avoid causing that injury. The finding of the jury that the deceased voluntarily accepted the risks of shunting did not entitle the defendants to judgment; he voluntarily accepted the risks of shunting, but did not give the defendants leave to run the risk of killing him by doing their shunting negligently.

FROM CREDIT TO CASH.

This is a difficult move and yet one frequently made. One of the first requisites of success is candor in making a statement to patrons whose credit is to be stopped. A subscriber in Salisbury, N.Y., makes the following announcement:—

AN IMPORTANT CHANGE IN YOUR INTEREST.

SALISBURY, March 15, '94.

To My Friends and Customers :

Having thoroughly tried the credit system of doing business for the past ten years, I fully realize that the perplexities of the same are only known to those who have tried it. The extra expense of keeping books, collecting accounts, and the loss of many accounts, all add to the detriment of the system.

I most respectfully wish to inform every one within the circle of my customers and trade that I propose to change from the present system to one that is being quite generally adopted by thorough business men, THE CASH SYSTEM. This system has more merit than the other. If every person would confine himself to this way of doing business, the failures throughout the country would be a thing of the past.

I propose to *reduce the price on all of my goods* and challenge competition as to price and quality.

I am thankful to all my friends and customers for the many favors and patronage of the past, and hope for a continuation of the same. On April 2, I intend to inaugurate the cash system, and prove to all that the place to buy goods is at the old stand at Salisbury Corners.

Most respectfully yours, JOHN L. STAHL.

It is beyond dispute that an ironclad cash business is free from many of the annoyances, friction and losses of one conducted on credit.

As a rule, however, the unprofitable conduct of a credit business is because of carelessness in granting credits and supervising accounts. The dealer doing a large and profitable business with thousands of customers upon the credit plan, will not admit that his system has any more disadvantages than a cash business. He will claim that it enables him to sell a much larger quantity of goods, and that the larger his sales the smaller is the ratio of expense to their volume. The credit is an accommodation, and therefore prized by consumers who become wedded to one store and are not given to shopping, as are cash buyers. His credit being good, and being a large buyer, he makes purchases at bottom figures, and then sees to it that prices to consumers are as low as those made by the cash store.

On Sixth avenue, this city, there are cash and credit stores doing business side by side. Both systems are very successfully carried on. These stores, however, have trade that is distinct both as regards the standing and class of customers served, as well as differences in the style and character of the stock and service.

The moral is that the success of any system is in the man and not in the method. If he cannot succeed on a credit basis, he does well to change to a cash system. We regret, however, that there are more changes from cash to credit, and many of these are disastrous.—*American Grocer.*