

time; with the proofreader or the make-up man, either of whom may be careless, or with the mechanical foreman, who may hurry his men too much, would be difficult to determine, but the fault is there, and leaves the paper open to one criticism which is frequently uttered in emphatic terms. The weekly press is not altogether free from this fault either. As the use of the linotype is not common in the weekly newspaper office, the evidence of haste is not of the same nature as is shown in the daily. But the number of typographical and grammatical errors is greater. It is not a rare thing where plate is used, to see a double-column heading left in a single column sideways. This saves the trouble of cutting the plate, but in no wise does it improve appearances. Last week, in "going through" a number of exchanges, the writer noted an advertisement upside down in one paper, and a small cut on its side in another. Possibly, this was done intentionally, but it looked like an error in both cases, and neither was an improvement to the paper it was in. Care in the typographical appearance of any paper, daily or weekly, contributes to the value of the paper and the standing of its publishers.

A NOTED JOURNALIST IN COURT.

JOHN MILNE, a London publisher, has sued David Christie Murray, the well-known novelist and journalist, for damages alleging breach of contract in connection with the publication of a book called "The Resurrection of Soapy Smooth." The defendant did not appear, nor was he represented. It was stated for the plaintiff that Mr. Murray entered into an agreement with Mr. Milne some time ago for the writing and publishing of a book with the title named above. The work was to be brought out in forms that promised to prove very profitable to the plaintiff. Mr. Murray failed to keep the promise in regard to the writing of the book, and the plaintiff, in addition to being put to certain expenses in the production of catalogues and so forth, announced that Mr. Murray's book would shortly be issued; and in consequence of the defendant failing to carry out his part of the contract, the plaintiff had been considerably damaged in the eyes of his patrons. Nor was this all, for Mr. Murray obtained £50 on account from the plaintiff, and this money had never been repaid. From time to time the defendant wrote excuses for not supplying the work, on one occasion asking the plaintiff to have patience, as he was "just through the agonies of house changing." Altogether the plaintiff had suffered considerably, alike in reputation and pocket, and counsel asked the jury to award substantial damages. Mr. Murray had not thought fit to appear to defend the action, and although he might write very beautiful letters he had signally failed to carry out the commercial part of the contract. The plaintiff, in bearing out the opening statement of counsel, said the arrangement with Mr. Murray was that "The Resurrection of Soapy Smooth" should be published first in a half-crown edition, and later in shilling edition, and that the defendant should receive 15 per cent. on the profits. Witness estimated that there would be a sale of at least 10,000, and that his own profits on such sale would amount to £180. The production of catalogues announcing the publication of the book had put him to an expense of £8. Mr. Murray drew £50 on account of royalties. Witness had suffered materially in reputation through the book never having appeared. The jury found a verdict for plaintiff, damages £150.



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