money he might from time to time require, the Supreme Court of Illinois held, in a suit upon the contract brought by the purchaser, that evidence that a custom or usage prevailed requiring the vendor to give to the vendee his note upon receiving any such advances, was not admissible, as it was inconsistent with the express contract. Gilbert et al. vs. McGinniss et al., reported by the *Chicago Legal News*.

SALE OF INTOXICATING LIQUOR—INTERSTATE LAW.—Where a wholesale liquor dealer in Missouri entered into an arrangement with a citizen of Kansas to sell and ship intoxicating liquors to him in Kansas for the express purpose of enabling the purchaser there to resell the liquors contrary to the laws of the state, and actively aided the purchaser in the illegal traffic, the Supreme Court of Kansas held, Fineman et al. vs. Sachs, that he was not entitled to the assistance of the Kansas courts in recovering the price of the liquor sold. The court held, however, that mere knowledge of the illegal purpose of the buyer was not sufficient to invalidate the sale made in Missouri, which was in conformity with the laws of that state, but that in order to render the sale void and defeat a recovery of the price of the liquors there must be some participation or interest of the seller in the illegal transaction.

PROMISSORY NOTE—INDORSES—JOINT MAKER.—Where a third person puts his name in blank on the back of a promissory note at the time it is made, and before it is indorsed by the payee, he must be considered as a joint maker, according to the decision of the United States Circuit Court for the Northern District of Illinois, in the case of The First National Bank of Worcester vs. The Lock Stitch Fence Company. The court said in giving judgment in this case: "The real relation of the parties in the transaction to the notes they indorsed cannot be modified or changed by a form of technical expression that may have been used at the time, so as to affect the character of their liability. They indorsed the notes in blank. No words of express guaranty were employed to qualify the indorsement. It is apparent that the only object of the indorsements was to create an additional personal responsibility and secure credit to the makers with the payee, and the defendants must be held charged with the legal liability fairly flowing from their acts.

CONTRACT — RESTRAINING EMPLOYMENT — INJUNCTION.—The case of Corbett et al. vs. Anderson, decided in the Queen's Bench Division of the High Court of Justice (England) on the 12th inst., arose upon an application by the plaintiffs for an injunction to restrain the defendant from continuing in the employment of certain salt merchants in the vicinity of London. It appeared that the plaintiffs were salt merchants in London, and that the defendant was until recently in their employment. In the year 1882 he signed an agreement to the effect that for a period of ten years after leaving their service he would not take employment with any salt merchants or in any salt works within thirty-five miles of Charing Cross (London). He left the plaintiffs' service in April, 1885, and entered the service of certain salt merchants at Kingsland, a place within the limits specified in agreement. It further appeared that the defendant had taken with him a list of the customers and of the plaintiffs' firm, and that he was on behalf of his new employers, soliciting such customers and offering to supply them with salt on more advantageous terms or at a lower price than the plaintiffs' salt was supplied. The court held the agreement binding and granted the injunction prayed for, warning the defendant that he would be liable to imprisonment if he continued in the service of the Kingsland salt merchants.

CONSIDERATION.— In the case of Wyckoff vs. DeGraff, decided by the New York Court of Appeals, it appeared that the defendant indorsed certain notes for the accommodation of the maker, which notes were discounted by plaintiff, who transferred them for a valuable consideration. Before the maturity of the notes, the plaintiff, at the request of the defendant and upon his promise to waive protest, and to give his own notes for the discounts, agreed to advance the money necessary and to take up said notes, and he did so as they matured. Defendant refused to give his own notes, and plaintiff brought the action to recover the amount paid by him. The court held that the defendant was for a good consideration, and that the action was maintainable. The defendant's obligations, the court said, grew out of his relation to the paper, and were implied from its terms, though they did not prevent such an express contract as the one in the case. Nor to sustain that contract need it appear that the promisor acquired any actual advantage. It was enough that at his request something was done which originally the other party had not undertaken to do—as in this case, payment at maturity and before protest, instead of after default by the other parties. Before the promise by defendant to waive protest, and give his notes, the plaintiff owed no duty whatever to the defendant. At that time one was created, and of a very different kind from that which he was under to the holder of the paper. By reason of it, something was done beyond what he was already bound to do, and this, the court said, was consideration enough within all the authorities.—*Bradstreet's*.

Have Reached the Limit.

There is a limit to low prices and increased facilities in creating traffic, and to go beyond that limit is sheer folly. The trunk lines have reached that limit, if not actually passed it. The requirements of traffic from the East seaboard cities to the leading business centres of the West are far short of the trunk lines' facilities, which is proved by the fact that there is not sufficient traffic on four lines, while seven are contending for it. Each must get a share, though at absolute cost to the carrier. The road which is the most necessary must secure the largest share of business and fix the maximum rate for the less prosperous lines. The folly of cutting rates is shown by the fact that no new traffic is created, nor is there additional weight of legitimate tonnage. Travel may, it is true, be stimulated by reduced fares, but a loss is sustained on regular passengers, which about equals things. Sound principles of business do not sustain rate cutting. In ordinary trade, competition is justified by the removal of weak rivals of doubtful standing, and giving the field to the stronger. This is not the case with competing roads. A railroad is of the nature of fixed capital, the ownership of which may be changed, while the objects remain without material impairement. The completion of a new road secures it power for promoting public welfare or for causing mischief. If its object is the public good, then it requires no hedging, while no amount of fighting will destroy, on the other hand, any objectionable quality. If originally projected from discord, then, by avoiding contention on the part of other roads, would destroy its chief intentions. Any new road may be unwelcome and become a turbulent member of the great family of trunk lines, but it certainly has a right to a share of patrimony and to a recognition. Quarreling will not increase the income, but materially damage it for all lines.—*Chicago Journal of Commerce*.

Port of Winnipeg.

THE following is a statement showing amount of goods imported and exported, and duty collected during the months of June 1884 and 1885

Goods imported—dutiable	$100,135 00
Free	34,652 00
Total	$134,794 00
Goods entered for consumption—	
Dutiable	$106,338 00
Free	34,652 00
Total	$140,990 00
Duty collected	$31,740 78
Goods exported	44,853 00

STATEMENT FOR JUNE, 1885.

Goods imported—dutiable	$192,714 00
Free	20,120 00
Total	$212,834 00
Goods entered for consumption—	
Dutiable	$203,852 00
Free	20,120 00
Total	$223,972 00
Duty collected	$32,748 78
Goods exported	50,162 00

The following is the return from the Inland Revenue Department for the month of June, 1885.

Spirits	$5,115 05
Tobaccos	527 28
Malt	707 36
	$6,351 70

THE Winnipeg Street Railway Company intend running cars every twenty minutes, on Saturday afternoon's during the hot weather, for the convenience of holiday seekers wishing to spend the afternoon in the groves at Kildonan.

THE upshot of the dicker between the Winnipeg *Times* and *Sun* is that Acton Burrows, acting on behalf of the Local Government, has secured possession of the *Sun* and is issuing in its stead a paper called, the *Manitoban*, the first number of which appeared yesterday.

LAST Wednesday being Dominion Day was celebrated in this city as a general holiday. All commercial houses were closed and business as a rule was suspended. A noticeable feature