

vary quarters until they can move their large store in the same direction. Messrs. J. E. Thomas & Co. occupy commodious quarters in a central location, where they carry a very large stock of general merchandise.

The manufacturing industries of the Portage are not inconsiderable. Mr. D. Johnson, of the Pioneer Oatmeal Mills, has lately received orders from British Columbia, and is doing a brisk trade. The Portage Milling Co. have been busy on Indian contracts. They are now negotiating for the enlargement of their roller flour mill to double its present capacity—now 150 barrels, for which their building afford ample room without extension. The Marquette mills are being put in shape for the season's work. The Portage does not boast as many elevators as round other towns, but it claims as great elevator accommodation as some places having twice the number of elevator buildings. The two breweries are both working and kept busy. The Manitoba Wine Co., are doing a very large wholesale trade in the manufacture of aerated and carbonated waters, champagne cider, fruit syrups and other non-intoxicating beverages, their operations extending all over the province and territories. Mr. John Giles, pork packer and butcher, does a considerable wholesale trade, and ships dressed beef to Winnipeg. Mr. C. Culbert, who bought out Morrison, will do a pork packing business this fall and winter. There are several other manufacturing industries, some of them now idle, which might be mentioned. Among the latter are a paper mill, large sash, door and blind factory, and a biscuit and confectionery establishment. It is hoped that the satisfactory arrangement of the debenture indebtedness will bring about the renewal of work in these industries. The foundry will be put in operation at once.

To the casual observer the importance, to the Portage of the Manitoba Northwestern railway is very likely to be greatly underrated; but when the matter is looked into, it will be seen that the fact that the Portage is the terminus and headquarters for this railway is one of vast moment to the town. In the town and immediate vicinity about 150 men are employed, in the offices, round house and shops of the company. Many of these men have their families living here, and purchase their supplies in the town; but these represent but a fraction of the benefit of the railway. A large portion of the expenditure along the entire line and cost of working the road finds its way to the Portage, and into the tills of the merchants here. To learn of the great source of wealth to the Portage from this railway, it will be necessary to interview the merchants as well as the railway officials, and an investigation among the former will find many of them busy filling orders on the railway account from points all along the line.

### A Saw Without Teeth.

A saw without teeth that will cut a steel rail in two minutes is in operation at the Central Hudson shops in Greenbush, N. Y. The saw is run by a 90-horse power engine—more power than is required to run all the other machinery

in the shops—and is 38 inches in diameter and  $\frac{3}{4}$  of inch thick at the edge. The disk is made of Bessemer steel, and runs at a very high rate of speed. While in operation a band of fire encircle the saw, and the many sparks flying from the revolving disk make a display of pyrotechnics. To keep the saw cool and prevent it from cracking, a tank of water is placed above the machine, from which a small stream runs down and drops on the saw while in motion. By this plan one saw will cut nearly 3,000 rails before it is worn out. A rail after about six years constant use becomes battered at the ends, and by cutting them off the rails can be used in branch and switch tracks. Rails are cut by this machine for whole the line of the Central Hudson Railroad. The saw, while cutting, bears down hard on the rail, the end of which is left as smooth as the bottom of a flatiron. One remarkable thing about the machine is that the chips cut from the rail fly back under the saw with such force as to form a solid piece of steel nearly as firm as the rail itself.

### Recent Legal Decisions.

**ATTACHMENT CROPS LAND RENTED ON SHARES.** Where land is rented on shares the tenant is the exclusive owner of the entire crop while growing, and the landlord's share of the crops reserved as rent cannot be levied upon by attachment until the same is set apart to him. So held by the Supreme Court of Iowa in the case of County of Howard vs. Kyte.

**MUNICIPAL CHARTER POWER TO EXTEND STREETS.**—The power to extend streets across the right of way and tracks of a railway company is implied in the general authority conferred by city charters for such purpose without express legislative provisions upon the subject, according to the decision of the Supreme Court of Minnesota in the case of St Paul, Minneapolis & Manitoba Railway Company vs the City of Minneapolis.

**PARTNER DEALING AGAINST OBJECTIONS OF COPARTNERS.**—According to the decision of the Maryland Court of Appeals, in the case of Forester vs. Urban et al. a mere protest or objection by the majority of the members of a firm against further dealings with a particular customer is not such an absolute prohibition as will render a member of the firm who thereafter continues such dealings personally liable therefor to his copartners. In the same case the court held that a promise by the partner who continues dealings with the customer to individually assume the loss resulting to his firm therefrom if coupled with conditions not accepted by the firm and based upon no consideration moving from the members thereof cannot be enforced against him.

**STATUTE OF LIMITATIONS—CONCEALMENT OF DEBTOR.**—In the case of Engel vs. Fischer, decided recently by the New York Court of Appeals, it appeared that the defendant, who was a resident of Austria, there accepted, in May, 1873, a bill of exchange, payable three months after he absconded and came to New York, where he has since resided. For the purpose of evading his creditors he concealed himself and lived under a changed name. In

1883 he was discovered by the plaintiff, who demanded payment of the draft, and, upon being refused, brought suit against the defendant. The defendant set up the statute of limitation, and his defence was sustained by the court, which held that, though the defendant had hidden himself under a fictitious name since he was physically within the state at all times, he could not be held to be "without the state" so as to defeat the operation of the statute, under the exceptions contained in section 701 of the code. The court said: "A debtor who has always resided within the state may abscond from his home and conceal himself within the state from his creditors, and yet no one will claim that such debtors are to be regarded as without the state, or that such concealment will defeat the running of the statute."

### COMMON CARRIER DISCRIMINATION IN RATES.

A common carrier may make discriminations in rates based upon the quantities of goods sent by different shippers, but he cannot charge a higher rate to shippers who refuse to patronize him exclusively, according to the decision of the United States Circuit Court for the Southern District of New York, in the case of Menacho vs. Ward. The court said: The proposition is speciously put that the carrier may reasonably discriminate between two classes of shippers, the regular and the casual, and that such is the only discrimination here. Undoubtedly the carrier may adopt a commutative system, whereby those who furnish him a regular traffic may obtain reduced rates, just as he may properly regulate his charges upon the basis of the quantity of traffic which he receives from different classes of shippers. But this is not the proposition to be discussed. The defendants assume to discriminate against the complainants, not because they do not furnish them a regular business, or a given number of shipments, or a certain quantity of merchandise to carry, but because they refuse to patronize the defendants exclusively. The question is whether the defendants refuse to carry for the complainants on reasonable terms. The defendants, to maintain the affirmative, assert that their charges are fair because they do not have the whole of the complainants' carrying business. But it can never be material to consider whether the carrier is permitted to enjoy a monopoly of the transportation for a particular individual, or class of individuals, in ascertaining what is reasonable compensation for the service actually rendered to him or them. Such a consideration might be influential in inducing parties to contract in advance; but it has no legitimate bearing upon the value of services rendered without a special contract, or which are rendered because the law requires them to be rendered for a fair remuneration."—*Bradstreet's.*

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