our observation enables us to judge, it is not inferior in this respect to anything of the kind ever got up in Canada, while it is certainly much handsomer than some volumes which have been issued with far greater flourish of trumpets. The paper is the best obtainable. The illustrations and the careful press-work speak for themselves. The binder has certainly done his part well. And it is hoped that the tasteful setting of the advertisements will not be without its meed of appreciation. The information contained in the letter-press is in all cases derived from the best available sources, and no effort has been spared to present it clearly and with accuracy.

A short historical sketch of the country leads up to descriptions of the two great Canadian cities, Montreal and Toronto, their origin, progress and present characteristics. Halifax, Hamilton, Winnipeg, Victoria and Vancouver are also briefly described. As good banking has much to do with the commercial prosperity of a country, some space is given to a review, much condensed, it is true, of the features and working of the admirable banking system of Canada. This is mainly derived from papers by the two men best qualified to illustrate the subject. Some pains have been taken, also, to describe the loan societies, which play so important a part in the business of the country. The subject of insurance receives a good deal of attention, as it should. Indemnity, whether fire, life or accident, is by no means neglected by Canadians, compared with other matters of a like character.

Some half-dozen leading lines of manufacture are dealt with, prefaced by a short paper on the circumstances which led to the introduction of the National Policy. Iron and steel manufacture; iron shipbuilding; the milling industry; leather and shoes; furniture-making, have each received a good deal of attention. In the articles upon the manufacture of cottons and woollens, a feature is the list of leading establishments in the Dominion, their capacity and date of founding.

Not the least interesting feature of the volume to many will be found to be the plan pursued in treating the wholesale interests, such as dry goods, groceries, hardware. The development of these in recent years is shown not by a comparison of dry figures, but by contrasts of old times and methods with new, by reminiscences of "old times on the road," when railways were not and when the machinery of commerce was much ruder than now. The telegraph system of Canada is also described, and a page is devoted to the origin of letters patent of invention, in connection with the status of patents in Canada. As a compend of facts, figures and incidents the book is valuable; and a marked attraction to some will be found in its two dozen admirable full-page or half-page illustrations of public or commercial buildings.

DECISIONS IN COMMERCIAL LAW.

Jones v. Merionethshire Permanent Benefit Building Society.—The secretary of a building society who had made default, and was threatened by the society with a prosecution for embezzlement, applied for assistance to the plaintiffs, and they gave a written undertaking to the society to make good the greater part of the debt due from the secretary, the express consideration being the forbearance of the society to sue the secretary for the amount for which the plaintiffs made themselves responsible, and in pursuance of that undertaking they gave two promissory notes to the society. The plaintiffs, in giving the undertaking, were actuated by the desire to prevent the prosecution, and this was known to the directors of the society. Held, that it was an implied term of the agreement that there should be no prosecution, that the agreement was founded on an illegal consideration, and void, and that the promissory notes ought to be set aside.

Whitewood Chemical Company v. Hardman. - The manager of a manufacturing company agreed to give, during a specified term, "the whole of his time to the company's business." Held, that (whatever other remedies the company might have) in the absence of any negative stipulation in that behalf, they were not entitled to an injunction to restrain the manager from giving, during the term, part of his time to a rival company.

Angus v. Clifford.—If a person who makes a false statement entertains a *bona fide* belief that the statement is true, an action of deceit cannot be maintained against him on the ground that he founded his belief carelessly, or on insufficient reasons. If he had formed no belief whether the statement was true or false, and made it recklessly without caring whether it was true or false, an action of deceit will be against him. But not so if he carelessly made the statement without appreciating the importance and significance of the words used, unless indifference to their truth is proved.

The directors of a company for purchasing and working a mine issued a prospectus containing a statement that the reports of certain engineers therein mentioned were "prepared for the directors." The reports were appended to the prospectus, and gave a very favorable account of the mine. The reports were, in fact, prepared for the vendors of the mine with a view to the formation of the company, but there was no evidence that they were incorrect or exaggerated. The plaintiff took shares in the company on the faith of the prospectus, and the shares having greatly fallen in value, he brought an action of deceit against the directors, claiming damages. The court held, on the evidence, that the directors had no intention to deceive, and used the expression "prepared for the directors," certainly not thinking it important, and without considering the true effect of the words, and that the plaintiff could not maintain an action of deceit against the directors for the misrepresentation.

LEGAL NOTES.

Delivery of Telegraph Message.—In order to sustain an action for damages for failure to deliver a telegram, it must be shown that a contract, actual or implied, existed between the sender of the message and the company. Where a man writes a message on a leaf of his note-book, tears the leaf out and sends it by a messenger to the telegraph office, without paying or offering to pay or agreeing to become responsible for the charges for sending it, no contract exists between the parties, and no recovery can be had against the company for failure to deliver.—Western Union Telegraph Company v. Lindell, Supreme Court of Mississippi, 8 South. Rep. 510.

Liability of Sureties on Building Contract.—The liability of a surety on a contractor's bond is not affected by alterations in the plans, where the original contract provides that the owner may make such alterations as they desire, the same to be agreed upon in writing. Nor is his liability affected by the allowance to the contractor of extra compensation for work called for by the plans and specifications, but omitted from the original bid. While any material change in the relation of the parties from that contemplated when the bond was executed would, without full notice to the surety, invalidate the bond, changes of minor detail will not have this effect.—Moore v. Fountain, Supreme Court of Mississippi, 8 South. Rep. 509.

Liability of Merchant for Wraps of Customers.—Where the nature of a business conducted by a merchant is such that his customers, in purchasing, lay aside their wraps or garments in order to try them on, and he provides all the facilities to induce them to do so, he will be held responsible for the safety of the wraps or garments so laid aside, unless he notifies them that they are laid aside at their own risk, or provides a proper and safe place for them to be deposited in.—Bunnell v. Stern, Court of Appeals of New York.

Liability for Breakage of Goods.—Where goods are packed and shipped by the seller, who pays the freight for delivery to the buyer, a contract is implied to deliver the goods ordered to the latter at the place of their receipt by him, and the buyer is not liable to the seller for payment for goods broken in transit. The notice on the bill-heads that there will be "no allowance for breakage" does not change this rule.—Murray v. J. J. Nichols' Manufacturing Company, City Court of New York.

MONTREAL PAVEMENTS.

—The Road Committee of the Montreal City Council will need to straighten their backbones and stiffen their upper lips when they ask the people's representatives to grant them $1,140,339 for paving in that city next year, and $80,000 for sidewalks. This is the sum ($1,140,339), the city engineer and his assistants consider will be needed. In the central section of the city $68,950 is proposed to be expended in laying granite blocks on Jacques Cartier Square from Commissioner's street to Notre Dame, and the same from Custom House Square to St. Peter street on Commissioner's street. Asphalt is to be laid on parts of St. Peter, Vaudreuil, and Champ de Mars streets, on Victoria Square and on Fortification Lane; and Custom House Square, too, is to be asphalted. In the east, there is a considerable variety of paving material proposed. No less than $102,000 is put down for asphalting Sherbrooke street from Union Avenue to Amherst street, and $87,000 for Ontario street. Then St. Lawrence Main street is to be paved with "wood and granite," in what shape or what proportions we are not told, perhaps wood blocks with granite curbing. The west section of the city is to have nearly as much spent on its paving as the other two sections together, its share being $495,893. Among the streets to be asphalted are Notre Dame, Metcalfe, Cathedral, Dorchester, Osborne, Donegani, and Union Avenue, Chaboillez Square, too. St. Catherine is to have wood blocks, but Wellington, Albert, and McCord streets will rejoice in noisy but durable granite blocks. Montreal's citizens are to be congratulated on their prospects in this regard.

—The Steel Barge company, of West Superior, Wis., is already outlining plans for employing the steel whalebacks on the Mississippi river. The river cities and individual interests, looking to a betterment of ocean and river commerce, are co-operating to that end.