

Business East.**ONTARIO.**

Miss Cline, milliner, Toronto, intends giving up business.

H. Burnham, grocer, Chelsen, has sold out to Thomas Dobbin.

George Robertson, confectioner, Toronto, has assigned in trust.

M. Lawlor, tailor, Amherstburg; stock has been sold to trustees.

R. D. Hackness, publisher, Picton, has sold out to John McLean.

D. Sutherland, tinsmith, Lucknow, has sold out to Taylor & Giles.

George Constantineau, general storekeeper, St. Eugene, has compromised.

W. Robinson, general storekeeper, Teeterville, has sold out to W. Lamb.

Ossor & Owen, hotelkeepers, Consecon, have dissolved, Mary Osses continues.

T. H. Bell, dealer in oysters, etc., Wallaceburgh, has sold out to J. Crothers.

Mrs. Chas. Wheelhouse, hotelkeeper, Beachville, is succeeded by Wm. Davidson.

Elliot, Routledge & Co., general storekeepers Arva, have sold their stock by auction.

Edwards & McTaggart, physicians, London, have dissolved, E. G. Edwards, continues.

Kennedy & Fortier, shoe dealers, Toronto, have dissolved, style now J. Kennedy & Co.

QUEBEC.

C. Glen, plumber, Montreal, is dead.

Eugene Benoit, grocer, Longueuil, has assigned.

Dauray & Richelieu, butchers, Montreal, have dissolved.

Brophy & Elliott, saloon-keepers, Montreal, have dissolved.

Elie Migneton, general storekeeper, L'Ange Gardien, has assigned.

Bourret, Turco & Co., vinegar manufacturers, Montreal, have dissolved.

F. X. Proulx, general storekeeper, Stanfold, has held a meeting of creditors.

J. B. Sicard, dry goods merchant, Montreal, has sold out to Roy & Beaudoin.

James Donnelly & Sons, wholesale dry goods merchants, Montreal, have dissolved.

NEW BRUNSWICK.

J. G. Emery, general storekeeper, Woodstock has assigned.

Clark Bros., saw millers, Carleton, have dissolved, business will be continued by The Clark Bros. Lumber Co., of N.Y.

H. and H. A. McCullough, dry goods merchants, St. John. H. A. McCullough now the only partner, will do business in his own name.

NOVA SCOTIA.

S. R. Davis, dealer in organs, Amherst, is away.

Thomas W. Preston, painter, Halifax, has assigned.

C. S. Defreytas, restaurant keeper, Halifax, advertises his business for sale.

F. H. Freeman, general storekeeper and lumber merchant, Mills Village; style now F. H. Freeman & Sons.

John Stapleton & Sons, general storekeepers, Port Hawkesbury, have dissolved. J. B. Stapleton withdraws, other partners continue.

Recent Legal Decisions.

LIEN UNDER MAINE LAWS - PERSONAL SERVICES. The lien given by the statutes of Maine to one who labors at hauling logs attaches to his personal services and the services of his team, if he has the rightful possession of the team, and is entitled to its earnings during the time the services were performed, though he may not own the team. So held by the Maine Supreme Court in the case of Kelly vs. Kelly.

STATUTORY CONSTRUCTION - BUSINESS OR Vocation. In construing a statute prohibiting the employment of children in a "business or occupation dangerous to life or limb," the New York Court of Appeals recently said (Hickey vs. Taafel): We think that "business or vocation," to be within the purview of the statute, must be an employment either vicious in itself or one which partakes of the character of an amusement, and that it has no application to productive industries or useful or necessary business or occupation.

THE St. P. M. & M. Railway has in print its winter tariff, quoting through rates from St. Paul to all points in the Canadian Pacific country, some rates are reduced while others are advanced. The general effect of the tariff will be the opening up of the entire Canadian Pacific country and establishing thoroughly amicable relations between the two companies. The transfer of cars at the boundary has been done away with, and cars are now run through with out change. The tariff goes into effect on 15th Sept., and will be a great convenience to shippers.

FORBEARANCE TO ENFORCE LIEN - CONSIDERATION. A promise to pay the amount due a subcontractor in consideration of his not filing a lien made by the former owner of the land on which a building had been erected, who before that time had conveyed the land to a third party, with covenants against incumbrances, was held valid by the Supreme Court of Wisconsin in the case of Hewett vs. Currier. The court put its decision on the ground that the compromise of a doubtful claim is a good consideration for a promise to pay money, and said that it was settled that such a promise was not within the Statute of Frauds.

MORTGAGE DEBT - PRESUMPTION OF PAYMENT. Where the holder of a mortgage permitted the mortgagor, his mother, and the assignee or the equity, his sister, to occupy the mortgaged premises for more than twenty years because of the relationship, and he testified without contradiction that the mortgage debt had not been paid, the Supreme Court of Maine held (Philbrook vs. Clark) that the presumption of payment was overcome by these facts. The court said that the ground of presumption of payment growing out of the lapse of time is that a man is always ready to enjoy his own, and that whatever will repel this will take away the presumption of payment.

SHOPKEEPER'S LIABILITY - PROPERTY STOLEN FROM CUSTOMER. In the case of McCollin vs. Reed, decided by the Pennsylvania Common Pleas, a tailor was held responsible for the value of a watch and chain stolen from the clothing of a customer while he was being fit-

ted with new clothing in the tailor's shop. The court in charging the jury said: "It is the duty of the defendants in this case to provide a safe place, and if they do not do so they are guilty of negligence and should be held responsible. The plaintiff might leave what he liked in the (defendant's) closet. If you think the plaintiff was guilty of negligence you may find for the defendants. The plaintiff is entitled to recover the value of the goods lost and any expense he was put to in his endeavor to recover them." A verdict found for the plaintiff was affirmed.

FIRE INSURANCE - INCREASE OF HAZARD - KNOWLEDGE OF AGENTS. A policy of fire insurance upon a building was issued by a company, loss, if any, payable to a mortgagee named. The policy contained a condition avoiding it in case of "increase of hazard" by the erection of neighboring buildings, but in a "mortgage clause" it was declared that the interest of the mortgagee would not be violated by any act or neglect of the mortgagor. The mortgagee, however, was required to notify the company of an increase of hazard which should come to his knowledge. The policy provided for a renewal, but provided that "in case there shall be any increase of hazard it must be made known to the company by the assured at the time of renewal, otherwise this policy shall be void. During the life of the original policy the insured erected a building near the one insured, which increased the risk. A loss occurred after the expiration of the original policy. In an action thereon a renewal was claimed by plaintiff. It appeared that the broker, who acted on behalf of the insured, and the mortgagee in making the alleged renewal agreement with the company, had knowledge at the time of the erection of the new building, who did not disclose the same. The New York Court of Appeals held upon this state of facts that the knowledge of the agent was imputable to the principal, the mortgagee, and that his failure to disclose it avoided the policy, conceding there was a valid renewal agreement. *Cole vs. Germania Fire Insurance Company*, reported in the *Albany Law Journal*. The court said that the increase of hazard by an erection made subsequent to the issuing of the original policy, and prior to the renewal, was a fact material to the risk, and that its disclosure by the mortgagee who procured the renewal, was by the clear language of the policy a condition precedent to a continuance of the defendant's liability. - *Bradstreet's*.

THERE is a process of "carving" wood by softening it and then piercing it in molds. In a Pausian process, known as Xyloplasty, the wood is softened by steam and imbued with certain ingredients, which impart to it sufficient ductility to enable it to receive bas-relief impression from four or five millimetres in height. For medallions, bosses, etc., mastic is forced into the hollows, so that all tendency in the compressed wood to split or open is completely overcome. For bookbinding purposes much seems expected from this process, as it is applicable to the scented or odoriferous woods—cedar, teak, cypress, rosewood, etc.,—which repel wood.