

swindle the creditors out of their money. Most of the Ontario creditors will, we understand, fight the matter to the end, and will do all the law will allow in making an example of the principals concerned in the matter.

We regret very much to learn that Mr. W. J. Douglas, Jeweler, of Pembroke, had his store burned last month. We trust he was amply covered by insurance, and will soon be ready to commence again.

Mr. W. K. McNaught, of the firm of Zimmerman, McNaught & Lowe, leaves for Europe via the Dominion Steamship "Sarnia," on the 3rd of May. He expects to be absent about three months.

JAMES J. Radford, Jeweler, Winnipeg, has assigned in trust, *raison*—not content with minding his own legitimate business, he engaged in land speculations in which he came out second best, *moral*—Jewelers should stick to their own legitimate business and leave risky speculations to other people.

ENTERPRISING FIRM.—It is an admitted fact, that it is no ordinary achievement for a new firm, in any line of trade, to enter upon a successful business career. If courage, industry and capital are required in any line of the wholesale business, that line is the jewelry. It speaks well for a firm, and it betokens that its members possess the above qualities when they achieve the success attained by the well-known jewelers, A. C. Anderson & Co., of Hamilton. They started business in 1877 in up stair rooms, since then their rapidly increasing business has forced them into removing three times, and in each case into larger premises, lately they have removed into No. 55 King St. East, which has been fitted up specially for them, and is one of the most convenient wholesale houses in Hamilton.

COMMERCIAL JURISPRUDENCE.

Every person at all conversant with the procedure of our law courts must at some time or other have been impressed by the farce of having complicated commercial cases tried by a jury of twelve enlightened (?) rural citizens, whose knowledge of mercantile affairs consists at most in their being able to reckon up the value of their wheat by the bushel or their eggs by the dozen. State to the average country juror almost any ordinary commercial problem, and he will be as completely at sea as a city merchant who had never before seen a farm would if asked to plough a field or run a threshing machine.

The merchant would, without experience, make but a poor farmer, and the farmer must likewise make but a poor show when called upon to adjudicate upon business affairs of which he has no practical knowledge whatever. The absurdity of such a system was probably never more clearly demonstrated than in the case of Joseph & Son v. Battagay, which arose out of the purchase from the plaintiff by the defendant of the bankrupt stock of Mrs. Aarons, of Toronto. It appears that Battagay purchased the stock and business at a price of 55 cents on the dollar, or a total of \$4,900.00, and he afterwards purchased from the plaintiffs

new goods to the amount of \$1,600.00, making a total liability of \$6,500.00. To these bankrupt and newly purchased goods he added the stock he had previously had in his store in Three Rivers, Que., and on the combined stocks, commenced his commercial career in Toronto. The business did not prove a financial success, and Battagay was unable to pay the notes due on account of the purchase money as fast as they matured and asked the plaintiffs what he should do under the circumstances. Acting upon their advice he commenced to auction off his stock, and remitted them \$200.00, as the proceeds of these sales which do not appear to have been very successful. Finding things getting worse, he then shipped the entire balance of his stock to the plaintiffs at Montreal, to be sold on his account, and the proceeds devoted towards the liquidation of his indebtedness to them. These goods were sold *en bloc*, and realized only \$1,300.00, which amount added to the \$200.00 of cash remitted as the proceeds of the auction sales made a total of \$1,500.00 received in all by the plaintiffs from Battagay on the original debt of \$6,500.00 thus showing a net loss to them of \$5,000.00 on the whole transaction.

Battagay subsequently went to Europe, and some time afterward returned to Canada, where he has since carried on a small jobbing business. Finding that he was not making any effort to pay up the balance due them, and that he repudiated the liability entirely on the ground that when he sent the balance of the stock back he had more than overpaid them, the plaintiffs commenced an action to establish their claim.

Any business man will at once from the statement above given that the defendant was without doubt indebted to the plaintiffs to the amount of \$5,000.00, the amount of the unpaid balance. The only things that could overthrow this would be in case the plaintiffs had agreed to take back the balance of the goods as payment in full of their claims, or if they had been partners with the defendant and bound to share with him the loss or gain in the transaction.

That neither of these pleas were set up is ample proof that they had no existence, and as a matter of fact the only grounds that the defence had were that the whole affair was a put up job, or in English a swindle, or that the plaintiffs should have been amply paid by the goods returned. On both of these points the evidence seems to have been clearly in favor of the plaintiffs. Strange to say, the jury returned a verdict for the defendant, almost in opposition to the facts, and we are informed upon good authority that one of the jurors since stated that they based their verdict entirely upon sympathy with a poor man against a rich one, and in opposition to law and facts.

Although this in itself would be bad enough for the plaintiffs it could probably be righted at some expense by appealing the case to some higher and more competent tribunal, but there is another aspect of this case that we have more to do with than even the curious verdict we have referred to, and it is this—In remarking upon the case and its results, one of our city papers went out of its way to abuse the plaintiffs and hold them up to public scorn as a

company of sharpers, who knowingly took advantage of and abused the confidence of a customer.

We like to see newspapers abreast of the times as regards news, and we admire one that is not afraid to expose evil because its perpetrators are wealthy and influential, but for the literary rib-stabbers, who, under the guise of society scandalmongers, peep through keyholes and play the part of eavesdroppers, even though it be done under the guise of an innocent Peek-a-boo, we have nothing but profound contempt. The motto of such papers is "Anything whether true or false, so long as it is sensational and will make the paper sell."

In this case, however, we think they have overshot their mark by firing at game which cannot be harmed by any envenomed shafts they may be able to discharge. Either Mr. Louis Davis or Mr. Schwob (both of whom were represented by the plaintiffs) are well enough known to the jewelry trade of Canada to make them safe from such attacks as the one we refer to, and it only requires the mention of their names to prove the falsity of any such accusation. Both of those gentlemen have been actively engaged in the jewelry business in Canada for half a score of years and their record has been such as to place them above even the breath of suspicion as regards anything dishonorable. Of course, to any one who knows these gentlemen such explanations are entirely unnecessary, and it is only because of the general public who do not know them may do two honorable and high-minded business men an unwitting injury that we enter into these explanations at all.

WORKSHOP NOTES.

TO REMOVE TIN FROM THE STOCK.—Just previous to pouring the gold, throw a small piece of corrosive sublimate into the pot, stir well with a long piece of pointed charcoal, and allow the pot to remain on the fire for about half a minute afterward. This will take tin from the alloy; gold containing tin will not roll without cracking. To remove emery or steel filings from gold, add a small piece of glass-gall while melting; it will collect them in the flux.

TO CLEAN BRASS.—Rub the surface of the metal with rotten stone and sweet oil, then rub off with a piece of cotton flannel, and polish with soft leather. A solution of oxalic acid rubbed over tarnished brass soon removes the tarnish, rendering the metal bright. The acid must be washed off with water, and the brass rubbed with whiting and soft leather. A mixture of muriatic acid and alum dissolved in water imparts a golden color to brass articles steeped in it for a few seconds.

TO PREPARE CHALK.—Pulverize the chalk thoroughly and then mix it with clean rain-water, in proportions of two pounds to the gallon. Stir well, and then let it stand about two minutes. In this time the gritty matter will have settled to the bottom. Slowly pour the water into another vessel, so as not to stir up the sediment. Let stand until entirely settled, and then pour off as before. The settlings in the second vessel will be prepared chalk, ready for