

THE LEADING WHOLESALE TRADE OF
TORONTO.Canada Confectionary and Biscuit
Works.

William Hessin,
WHOLESALE CONFECTIONER
AND
BISCUIT MANUFACTURER.

OFFICES AND FACTORY:
No. 7 FRONT STREET.
TORONTO.

R. H. GRAY & CO.,

THE LEADING HOUSE IN TORONTO FOR
PAPER GOODS, all kinds.
GENTS' FURNISHINGS.
TAILORS' TRIMMINGS.
KNITTED WOOL GOODS.
CORSETS AND UNDER-SKIRTS.
HABERDASHERY, and
GENERAL SMALL WARES,

Also the leading Manufactory in Ontario for all kinds of
HOOP-SKIRTS.

Warehouse—43 YONGE STREET.

house of New York; the Ames Plow Company, of Boston, involving the failure of Oakes Ames & Sons, Oakes Ames individually, and Oliver Ames & Sons. The Ames Plow Company is said to have done a larger business in agricultural implements than any other concern in the world. The liabilities of all the Ames' concern is \$8,493,075, and the assets \$15,237,164. At the meeting of the creditors over \$100,000,000 of capital was represented; an extension was granted.

SHIPBUILDING in the Maritime Provinces has been active all through the year just past. No fewer than 76 vessels were registered at St. John, N.B., and 79 in the Bureau Veritas, which were built and launched in Nova Scotia. These would, in themselves, make a handsome fleet. The number of each class registered in St. John was:—Ships, 8; barques, 14; brig, 1; brigantines, 10; schooners, 36; steamboats, 4; woodboats, 3. Total, number, 76; tons, 26,612. The figures for Nova Scotia are: Ships, 12; barques, 28; brigs and brigantines, 17; schooners, 12. Total, 79 vessels, and 40,753 tons.

SINCE Confederation, Canadian commercial travellers have not only gone through the provinces of Nova Scotia and New Brunswick, but have pushed their wares into the other British Provinces to a very creditable extent. The Newfoundland correspondent of the Montreal *Witness* says that one of these enterprising peripatetics had got off \$40,000 of Canadian manufactured goods in St. John, Newfoundland, within the past year. The same authority says, however, that the trade is being overdone—a very usual result

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TORONTO.

Notice.

THE undersigned beg to notify the Trade, that they have been appointed Agents for the City of Toronto, and points East, for the sale of Messrs. DOW & CO.'S Celebrated Ales and Porter. All orders will receive prompt attention.

CRAMP, TORRANCES & Co.

For sale, in store and to arrive:—
TEAS, COFFEES,

SUGARS, and NEW CROP (1870) FRUITS.
TEAS—Hyson, Young Hyson, Gunpowder, Imperial, Natural Leaf Japan, Oolong, Souchong, and Congou.
COFFEES—Old Government Java, Maracalibo, Laguayra and Rio.

SUGARS—Tierces and barrels Scotch, Refined. Barrels Bright Porto Rico.

Also, now landing, 25 cases German Cigars,
CRAMP, TORRANCES & CO.,
11-ly 10 Wellington St. East.

BOTTLES: BOTTLES: BOTTLES!

TO HAND, *ex* "MANILLA"

FROM Newcastle-on-Tyne, the following assortment from the Ballast Hill Bottle Works, Sunderland:

75	CRATES WINE QUARTS.
50	PORTER DO.
29	PALE QUARTS, STOPPERED.
15	PALE QUARTS.
12	PALE FLASKS, STOPPERED.

Will be sold low to Bottlers and the Trade.

THOMAS GRIFFITH & Co.,

Wholesale Grocers, Wine and Spirit Merchants,

37 & 39 Front Street, Toronto.

of active competition among commercial travellers—and that as many goods will not be sold next year. The revenue of the Province will be \$840,000, a large increase on last year; the fisheries were good. Spain and Brazil are the chief customers for Newfoundland fish, but the Norwegians are getting control of the Spanish market owing to their superior methods of cure.

THE Crispins (organized shoemakers) seem to have got about the full length of their rope, in the State of New York. Most of the leading manufacturers have signed a document which sets forth that the proceedings of the Order have been tyrannical, and unbearable; that the factories have been declared upon a "strike" because the exorbitant wages demanded cannot be paid; that no person but a member of the Order may be employed; that the children even of the manufacturers themselves are forbidden to learn the trade, as well as every other boy who is not a son of a member of the Society; and that all workmen must be paid the same rate of wages regardless of whether they are skillful and active, or lazy and ignorant. These are reasons enough in all conscience, for the determination arrived at by the employers "that we now declare our factories free; that they will employ whomsoever they please, at rates to be agreed upon, and that they will make a proper discrimination between the skilled and unskilled, the industrious and the idle. Say they: "we stand upon the broad platform of justice; we will not combine to oppress any portion of our race. Our watchword is charity; our motto, 'Equal and exact justice to all.'"

Law Report.

PROMISSORY NOTES—STATUTE OF LIMITATIONS.—An action was brought to recover the amount of a promissory note made by the defendant to one McLaggan, or bearer. The plaintiff became the bearer of the note subsequent to the following acknowledgement having been made: "I acknowledge the above note a debt due by me, less what may have been paid on the same." (Signed by the defendant.) The defendant pleaded the Statute of Limitations, that the note was not made within six years from the commencement of the action. There were two questions raised—the first, that the acknowledgement did not contain a promise to pay, and second, that if it did, it did not enure to the benefit of the plaintiff (the bearer), even though it might have been good to the original holder, McLaggan. The Court held that the plaintiff was entitled to recover on both points; that the memorandum contained a sufficient promise; and that the promise enured to the benefit of the plaintiff as holder.—*Marshall v. Smith*, 20 C.P., 356.

A promissory note was made in this form:

DURHAM WOOLLEN MANUFACTURING COMPANY,
LIMITED.

CAPITAL, \$40,000.

\$439.30 TORONTO, August 15th, 1868.

Three months after date—promise to pay to the order of Lyman, Elliot & Co., at the Canadian Bank of Commerce, in Toronto, the sum of \$439.30, value received.

J. P. LOVEKIN, President.

This was drawn by the plaintiffs in payment of goods sold and delivered by them to the company, and was intended to be the note of the company, and when signed by the defendant, as President, was delivered to the plaintiffs, and received by them as the note of the company, with the blank before the word "promise" not filled up. Moreover, on default in payment, the note was charged to the company. The court held that the promise was that of the company, and that defendant was not personally liable.—*Lyman v. Lovkin*, 20 C.P., 363.

HOLMES vs. THE GRAND TRUNK RAILWAY Co.—Court of Review, Montreal.—The question decided by the judgment in this case is this: What is a valid delivery of goods shipped to a consignee resident at a place off the direct line of communication of the carrier? The decision of the Court establishes that the delivery must be at that point on the line of communication nearest to the place of residence of the consignee. The circumstances are these: The plaintiff bought goods in Montreal, which were shipped to him per G. T. R., to Stanstead. There are two means of communication—one by rail to Waterloo, thence by stage forty miles; the second via Compton or Waterville, thence by stage eighteen miles. The goods were sent by the former route to Waterloo, and on arrival there the plaintiff was notified by the agent of the Railway Company that the same awaited his orders, and would be sent by stage line if desired. He refused acceptance at Waterloo, claiming that the goods should have been sent to Compton or Waterville on the G. T. R., a point much nearer him, and after waiting some time, sued for the value of the goods, when the above facts were proven and judgment was given by the Court below in favor of plaintiff, which judgment the Court of Review confirms.

CANADA SOUTHERN.—The township of Malden has granted a bonus of \$15,000, and the town of St. Thomas \$25,000 in aid of this undertaking.

—Mr. J. S. Meredith, formerly teller of the Merchants' Bank, at Berlin and Hamilton, has been promoted to the management of the branch of the same bank at the village of Waterloo.

—The Mont Cenis Tunnel, at length completed, has cost seventy millions of francs. The distance through the mountain is seven and four-fifths miles.