The depression in the lumber industry will account for the falling off under that head. "The exports for the month of January alone helped to swell the previous total, the figures being $5,643,162, as against $4,294,959 in January last year. The imports for the seven months are as follows: 1890-91, $65,793,800; 1891-92, $63,899,655. Decrease, $1,894,145."

It will be observed that animals and their products form the largest item of export in both years. The figures, $21,000,000 and $21,700,000 especially, show how important a feature of our total production these have become.

DECISIONS IN COMMERCIAL LAW.

JENNINGS v. GRAND TRUNK RY CO.—In pursuance of an inquiry from a shipper, a railroad company informed him of the through rates of transportation for certain goods to a point beyond its own line. The goods were subsequently delivered to the company and received by it, addressed to such point, which the company could reach by means of connecting railway lines.

Held in an action for the non delivery of some of the goods and delay in delivering others, that these facts were sufficient to sustain the finding that the company had agreed to transport the goods beyond its own line to the place to which they were consigned. (2) Where the bills of lading or receipts given to the shipper when he delivered the goods to the carrier for transportation were surrendered by him on receiving the goods at their destination, the fact that he did not produce the bills or prove their contents at the trial does not give rise to a presumption prejudicial to him as to the terms of the contract of shipment contained therein. (3) The carrier, which had entered into a contract with the shipper for the transportation of the goods to the place of destination, had no right to make inconsistent stipulations with the persons who delivered the goods to the shipper; and provisions and conditions in the shipping bills, signed by such persons without the knowledge of the shipper, limiting the liability of the carrier to points on its own road, cannot be considered as applicable to the shipment in question. (4) A provision in shipping bills that the carrier should not be responsible for delay in the transit of the property does not relieve it from liability for delay occasioned by its own negligence. (5) A provision in shipping bills exempting the carrier from liability for damages unless a written notice of the particulars of the claim is given to the freight agent at or nearest the place of delivery, within thirty-six hours after the goods have been delivered, is applicable to shipments beyond the carrier's line as well as to shipments to points on its line. (6) Such provision which limits to thirty-six hours from the delivery of the goods the time within which notice of the particulars of the claim can be given, is void in so far as it applies to a shipment of a carload of potatoes, since the time allowed for making the examination and preferring the claim is unreasonably short.

TAYLORS v. MACLELLANS.—A firm of merchants, in May, 1887, contracted to supply the malleable ironwork of certain proposed buildings. The estimate provided: "The prices for the above include all charges for carriage to and delivery at the job at such times as may be required by the mason, who will take delivery of joists and beams and lay same." Following a usual course the iron merchants exported iron to Belgium, to be manufactured into girders and joists and returned to them, but owing to strikes, and excessive heat in that country, certain girders which were ordered between 6th and 15th June were not delivered till the end of September and beginning of October, from a month to six weeks beyond what was admitted to be the usual and ordinary time.

In an action against the iron merchants for damages for breach of contract, *Held* that as the defendants had taken a common course of ordering the iron work from abroad, the causes of delay incident to its foreign manufacture must be considered, and were sufficient to exculpate the defendants from the charge of unreasonable delay in fulfilling their contract.

CREDIT AND CASH.

May credit have a legitimate use in attracting trade? This question a customer asked himself after he had left a well known west end grocery store one day last week. While waiting to be served, he heard another customer ask the proprietor if he had succeeded in catching Mrs. So-and So yet. On being answered in the negative, the grocer was assured that her account would be a good one if the lady's custom could be secured. Whereupon the customer was told that she had been in and made a purchase of some coffee, paying cash for it, and on making a second visit for a finan haddie, the grocer asked if he couldn't charge it, "for," said he, "if I once got her on my books, there would be some chance of her coming again. But no, she paid the money down and I am still waiting." It was evident that this much-coveted account could not be tempted by "charging," and the grocer must therefore rely on the quality of his goods and a reasonable price if he is to land the prize. Was the tradesman unwise in offering credit when it was not asked, even with the knowledge that the purchaser was known to be "good pay?" Is it not an indication of what competition will influence men in business to do in order to make sales? There are some storekeepers —the one in question may not come within the category—in whose shops such a customer would be encouraged to buy *ad libitum*, where she would not receive a statement of the purchases until asked for, and not even then without some persistence. There are always numbers of persons who are only too ready to ask for credit. There are others who would just as readily pay cash, but who are tempted into running an account by the eagerness of the seller to "charge it."

FIRES IN MONTREAL.

We have had sent us a copy of the report of the Montreal Fire Commissioners, Messrs. Perry and Poirier, for the year 1891. It is prepared by the secretary, Mr. P. O. Cerat, and contains a compilation of the fires of the year, their causes and the losses. It appears that during the period from Jan. 1, 1891, to the same date in the present year, there were 733 actual fires and 74 false alarms in the city of Montreal. The commissioners have endeavored to discover the origin of these fires; during their investigations 437 witnesses have been examined and the evidence in 193 cases has been filed with the clerk of the peace for the district. A large number of fires were caused by the explosion of coal oil lamps and by rats. The losses by the 193 fires make a total of $342,890. The character of the premises in which these occurred was as under:

Liquors and teas	$ 4,000 00
Toy shops	1,800 00
Boarding houses	530 00
Furriers	20,060 00
Private dwellings	7,950 00
Advocates	239 00
Clothiers	28,139 34
Opticians	1,250 00
Saloons	8,467 00
Dry goods merchants	11,617 00
Gents' furnishings	5,000 00
Barber shops	65 00
Wood engravers	1,085 00
Hotels	4,500 00
Photographers	1,800 00
Lumber yards	46,100 00
Quilting Co.	2,700 00
Warehouses	280 00
Feed stores	21,500 00
Jewellers	1,560 00
Grocers	3,815 00
Chocolate factory	4,000 00
Waterproof Co	150 00
Stables	6,340 00
Cigar factory	4,919 00
Card factory	8,000 00
Boots and shoes	10,300 00
Printing offices	44,000 00
Pedlers	760 00
Livery stables	4,000 00
Piano manufacturing Co	1,900 00
Fruit stores	1,775 00
Crockery stores	1,775 00
Varnishes, paints, &c	9,700 00
Book binders	19,600 00
Cigar stores	2,180 00
Engineer works	4,000 00
Wholesale confectioners	25,805 31
Secondhand store	360 00
Stamp manufacturers	300 00
Foundries	12,500 00
Billiards, &c	2,800 00
Carriage makers	1,500 00
Laundries	1,963 00
Tanners	3,000 00
Carpenter shops	490 00
Wall paper, paints, &c	500 00
Toy manufacturers	18,500 50
	$342,894 15

It is thus shown that lumber yards and printing offices furnish the largest items in the loss list. Next to them come clothing stores, which, with furriers' establishments and dry goods shops, form an aggregate of loss exceeding $59,000. Wholesale confectioners are well up in the list, book-binders and founders too, while boots and shoes occupy but a modest place.

There were a good many incendiary fires, it seems. The commissioners adopted the business-like plan of searching the premises and examining the books, accounts and vouchers of persons who suffered from the fires in Montreal. They regret to state that a considerable number of these fires were not accidental, and they were compelled to cause the arrest of more than one person suspected of having committed the crime of arson. Amongst the inquiries they conducted on fires of this nature they mention the "High School" and famous Bourdeau-Beauvais case. These resulted, it is satisfactory to read, in Bourdeau and Beauvais being condemned, and they are now serving terms of imprisonment for the crime. The report then says: "It is one source of satisfaction to know that there has been no profit to any individuals who have caused their premises or effects to be set on fire; on the contrary, loss of character and credit have been generally the result. With the present efficiency of the light aparatus, with trained men and horses, and the excellent service of the Fire Telegraph Department, combined with that of the improvement in the police force, there is great risk to any parties that may attempt to set their premises on fire."

Close examination at once after a fire is having a good effect, and the commissioners say it warrants them in believing incendiarism will, in the future, be of rare occurrence. They