

bar pieces agreed on at Philadelphia is warranted "owing to the increased cost of raw material." Pig shows no new features, and it is not improbable that it will be lower in May or June than it is now. The advance of 30c. per ton in railway freight rates northward for southern pig iron is likely to partially check free shipments in this direction. The total number of business failures in the United States reported to *Bradstreet's* during the past week was 334, against 299 in the first week of 1886, 445 in the second week of 1885, 321 in 1884 and 317 in 1883. The total reported thus far during 1886 is 633, against 893 in a like portion of 1885, a decline of 260, as against fourteen days of last year, a decrease on the average of about 19 failures daily. The total for the fortnight of 1884 was 666, or 33 more than in 1886, and in 1882 it was 659, or 26 more.—*Bradstreet's*.

### Recent Legal Decisions.

**SALE OF GOODS—DELIVERY—ACCEPTANCE.**—When a vendor sells goods of a specified quality, but not in existence or ascertained, and undertakes to ship them to a distant buyer, when made or ascertained, and delivers them to the carrier for the purchaser, the latter is not bound to accept them without examination. The mere delivery of the goods by the vendor to the carrier does not necessarily bind the vendee to accept them. On their arrival he has the right to inspect them to ascertain whether they conform to the contract, and the right to inspect implies the right to reject them if they are not of the quality required by the contract. *Pope et al. vs. Allis*, decided by the Supreme Court of the United States.

**RAILROAD COMPANY—RIGHT OF WAY—DUTY TO ADJOINING PROPRIETORS.**—A railroad company, in enforcing its right of way over the lands of others and in constructing its road, is bound to leave the adjoining lands and fields which it crosses in the same condition as regards the facilities of cultivation and as concerns the utility of those lands to their owners as they were before the entry of the company. Hence a railroad company which constructs an embankment on the lands of a planter, and thereby stops up his ditches and other artificial drains, is responsible to such owner for all losses of crops and other damages occasioned by such interruption of his drainage. So held by the Supreme Court of Louisiana in the case of *Payne vs. Morgan's Louisiana & Texas Railroad & Steamship Company*, decided on the 5th inst.

**BILL OF LADING—PERILS OF THE SEA.**—The case of *Pandorf et al. vs. Hamilton*, decided lately by Lord Justice Lopes, of the English Court of Appeal, arose upon an action brought by the plaintiffs, as owners of a cargo of rice shipped on board the defendants' ship, for damage to the same by sea water. It was admitted that the damage in question was caused by sea water passing through a hole in a pipe supplying the bath-room, which pipe had been gnawed by rats. It was also found that the defendants had taken proper precautions to keep down rats during the voyage, and that they had not been brought or heard by the shippers whilst shipping the rice. The rice was shipped

under a bill of lading which excepted "all and every dangers and accidents of the seas." Lord Justice Lopes held that as the immediate cause of damage was the action of sea water, which was itself one of the causes contemplated as an exception, and as the effective cause was the gnawing of the rats, which was as much beyond human control as if the pipe had burst from frost, the whole occurrence must be regarded as a peril of the sea for which the defendants were not liable as ship owners. There being no negligence on the part of the defendants in not keeping down the rats, such an event, the Lord Justice said, should be taken to be an unavoidable accident, and of the same kind as if a swordfish had bored a hole and so let in the sea water.—*Bradstreet's*.

### Retailing Flour.

Bad bread is one of the most frequent sources of annoyance to the grocer. In the majority of cases, the housekeeper attributes "the fault to the flour," visits the seller and is positive in making the demand: "I would like to have my flour exchanged." Occasionally the grocer is in fault, as when he deliberately sells stale yeast cakes, or does not maintain a uniform standard of quality, shifting his purchases from one mill or dealer to another every few weeks. To make a complaint is quite as annoying to the consumer as listening thereto is to the seller. If the cause for the grievance is due to some carelessness, blunder or prejudice on the part of the purchaser, and the grocer is compelled to sacrifice time and trouble to exchange flour, merely to gratify a customer's whim, he is very apt to lose patience and temper. We recall an instance where a grocer was obliged to send two miles in order to exchange a barrel of flour, simply because the customer insisted "that it would not make good bread because the letters on the barrel were green, and she never could make good bread when such was the case." Another found excuse for bad bread in the fact that "the barrel had flat hoops and she never knew any good flour to be put up except in round-hoop barrels." A third kept the flour in an outhouse where in winter it was exposed to a freezing temperature, and when the grocer explained that that alone was sufficient cause for bad bread, the customer refused to believe it and insisted on having an exchange.

Ridiculous as such excuses are, they nevertheless cause the grocer trouble. If he laughs at the reason assigned, refuses to gratify the whims of his customers, dares to criticize their method of bread making, or even hint that the trouble is with themselves, offense is given and patronage lost. The easiest way, in such cases, is the best, and that is to meet the customer's wishes. Much can be done, however, to lessen the chances of being compelled to exchange flour by furnishing buyers with a few practical hints such as are contained in the clipping at the head of this column; and further, by selecting reliable brands of flour and sticking to them year in and year out. The most successful grocers in New York and Brooklyn have sold the same brands for a long term of years. There is wisdom in this, for different brands of

flour, or flour from different varieties of wheat requires different treatment in the working, and if the consumers are compelled to change the method of mixing or experiment with every new barrel of flour, they at once become dissatisfied and make the grocer trouble.

Habituated, however, to one brand, they acquire the knack of mixing and baking, secure uniformity in the lightness, color and texture of the bread, are satisfied, and enough so to make them advertise the fact to friends and neighbors.

We have little patience with the grocers who sell flour at a nominal profit, especially when it is sold on credit. Fifty cents per barrel is a very inadequate profit for a retailer. An average of \$1 is small enough, considering the character and cost of the service. Get more if you can. Some are foolish enough to make a leader of flour and sell it at about cost; others secure first class brands, stick to them, please their patrons and always get a liberal profit.—*American Grocer*.

### Gold Diggers on the Amoor.

A Siberian semi-official paper gives some interesting particulars of the community which has lately sprung up on the south of the Amoor, in the district where gold has been found in such abundance that the name Asiatic California has been given it. The place is practically an almost inaccessible desert, without roads or paths; it is well beyond the Russian frontiers, and it would seem that until the middle of last winter the Chinese were quite ignorant that a gold mine had been found on their territory. The diggers, who are largely composed of American and Australian miners and recruits from the diamond fields, soon found the necessity of establishing order, and they have constituted a sort of democratic republic. The gold field is at present divided into 22 small districts, over each of which two elected chiefs preside, a judge and an overseer, whose duty it is to decide all differences which may arise among the diggers, and to inflict moderate punishments for any offences. A general president controls this body of judges and overseers; he is chosen by general suffrage from among the diggers, and he is charged with the task of conducting any business which may arise with the Russian or Chinese administrations of the Amoor districts. The decision of all matters of grave importance is reserved to a general assembly of all the diggers, and this assembly is empowered to expel any one from the mines, to depose the president, and to inflict capital punishment. The president has a salary of 400 rubles a month, or about \$56; the overseers and judges have salaries of half this amount. A direct tax on all places of amusement and liquor saloons constitutes the fiscal income of the commonwealth. There are about 150 such places in the district, and the receipts of each vary from 200 to 400 rubles a day. Each place pays a monthly tax of 25 rubles. A Russian official has been stationed by the authorities of Eastern Siberia in the district, and he has purchased a large quantity of the gold obtained by the diggers, at the rate of 3.40 rubles the "solotnik" (equal to 4.3 grammes), or nearly at