

would not be much. Why should travellers be compelled to patronize outside companies when their own associations could just as effectually do the business, and thereby keep the funds under their own control? A lot could be written on this subject, but meantime we are content simply to draw attention to it.

TRAVELLERS IN GREAT BRITAIN.

There are more than 60,000 travellers in the United Kingdom. In 1845 an institution was founded by them at Pinner for "the clothing, maintenance and education of destitute orphans of deceased, and the children of necessitous commercial travellers." This institution is supported solely by volunteer contributions, and the sum of \$45,000 is raised annually for its maintenance. In Great Britain commercial travellers, as such, have no fees to pay, and are not required to take out licenses, whether travelling for foreign or English houses.

IMPORTANT DECISION TO TRAVELLERS.

U. S. Consul Sherman, of Liverpool, England, in a report to the State Department on "Commercial Travellers in Foreign Countries," quotes an important decision in regard to commissions, given by Justice Lopes in the Court of Appeals in July, 1889, and not published in the regular law reports. It is alike interesting to commercial travellers and their employers. The plaintiff agreed with the defendants to introduce customers, the plaintiff to be paid a commission upon all orders executed by the defendants received from such customers and paid for by them. The defendants subsequently dismiss the plaintiff, but execute and are paid for orders from such customers after the dismissal. The judges decided that the plaintiff was entitled to all commissions on orders given by customers introduced by him to defendants, executed by the latter and paid for by the customers, although such orders were given after plaintiff ceased to be in defendants' employ. It was also decided that defendants were not bound to pay commissions upon orders obtained from and paid for by customers introduced by plaintiff after he, the plaintiff, ceased to be in the defendants' employ.

The question was as to the construction of certain words in two letters from the defendants to the plaintiff, viz.: "As regards your commission, we hereby agree to give you 1½ per cent. upon all orders executed by us and paid for by the customers arising from your introduction." Under this agreement the plaintiff introduced customers, and a considerable trade resulted to the defendants. The plaintiff was then summarily dismissed, the defendants continuing to do business with his customers, and at the same time declining to give him any commission.

In rendering his decision the judge said that he was impressed at first by the view that, when the agreement terminated, it would be a hardship for the defendants to have to account to the plaintiff. The plaintiff's lawyer had said, however, that no such

hardship existed, because they were not obliged to execute those orders which arose from the plaintiff's introduction. That suggestion was weighty and cogent, and he had come to the conclusion that the plaintiff was entitled to commission, provided the order arose from the introduction, although the employment had terminated. From this judgment an appeal was made to the Court of Appeals and there dismissed.

A similar case has been settled in Liverpool without going into Court. Plaintiff agreed with defendants to introduce customers, for which the former was to be paid by commission. Subsequently defendants dismissed plaintiff, who claimed commission on all orders from customers introduced by him, the plaintiff, and executed. Defendants refused to satisfy the claim, but eventually, through the intervention of a solicitor, agreed to pay the commission up to the time of dismissal in satisfaction of all claims. Plaintiff refused this offer, and finally defendants paid the commission up to date of issue of writ, without reservation.



MR. J. C. BLACK.

Mr. J. C. Black is one of the most popular and best known "Knights of the Road" in Canada. He was one of the first members of the Commercial Travellers' Association and has been honored by occupying the offices of director, second vice-president, first vice-president and president. But apart from these honors, as the originator of the admirable insurance scheme in connection with the Association, which he introduced in 1881, he will always be respected and esteemed by every member of the Association. For many years he represented the W. E. Sanford Manufacturing Co., and two years ago became a partner in the wholesale clothing house of W. R. Johnston & Co., Toronto.

A POINT AT LAW.

Commercial travellers, says the Draper's Record, of London, England, when they are anxious to sell a line have been known to remain unsatisfied with "No" for an answer, and in pressing their object they have sometimes overstepped the bounds of discretion. Another instance of this was afforded at the

Birmingham County Court last week. A draper in that city was sued by a Nottingham firm for a debt which was alleged to have been incurred in this way. The plaintiff's traveller called upon the defendant for orders; the defendant was already overstocked and declined to buy, and said so. The traveller, not content with this, called later in the day at the same establishment, and in an interview with a buyer succeeded in disposing of a small parcel of lace goods. The defendant declined to pay the account, and the matter came before the County Court to settle whether the draper had the right to repudiate a bargain which he had no desire to make, and to which he had not been a party. On the part of the traveller's firm it was urged that the business of a buyer was obviously to buy, and that by the custom of the drapery trade the buyer in each department had unlimited authority for this purpose. The case for the defence was that the buyer was no buyer at all, he was a salesman only. Ultimately the judge decided that the buyer in this case had no authority to contract the debt which was sued for, and the goods not having been accepted, there was no liability.

A DRUMMER'S IDEAS.

"Never speak of a competitor in any way. Get the good will of the clerks, for they can help you."

"When trade is brisk, push all the harder."

"Never abuse competing firms. Leave slow buyers till the last in a town, and let them know the limits of your time."

"If a merchant tells you he can buy any article below your price, do not argue with him; try something else. Do not ask if he is in need of any goods, for he will generally tell you he is 'full up.' The better way is to carry some small article and introduce yourself with that before you are told that nothing is wanted."

"Nothing is gained by travelling nights, and the same is true of working Sundays."

Another drummer differs slightly in his ideas: He says: "To succeed nowadays as a travelling salesman, a man must sell days and travel nights whenever he can save time by it. He must not expect to have things easy, for he cannot do it and win. He must score every point he can, and work like blazes. He is no pleasure tourist, and selling goods on the road is not a picnic."—Ex.

TRAVELLERS IN JAPAN.

In Japan there do not exist at present any special regulations with regard to commercial travellers. Under the existing treaties no foreigners are allowed to travel in the interior of the country for purposes of trade, and at the ports of Tokio, Yokohama, Nagasaki, Hakodate and Nigata commercial travellers are allowed, in common with all other foreign traders, to pursue their calling within the limits of the settlements existing at these places, and are not obliged to pay fees or take out licenses.

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