BARLEY

This grain is out of the market at present. None being offered as yet.

PEAS.

There are no sales to report, and prices are purely nominal ranging around 60c

POTATOES.

Imported are about out of the market and car lots of natives are not yet to be had. Small lots in barrels sold at $1.75.

APPLES.

Imported are slow in sale, and offered at $3.75. Round lots of native are not offered yet, but barrels have sold at $2 to $2.25, according to quality.

EGGS.

The demand has been liberal and the supply about equal. Prices have been steady at 13 to 14c.

BUTTER.

The receipts have been light, especially of fresh prime dairy, and prices have been firm and steady. Medium to good tubs brought 12 to 13c, with 14c given for some that were close upon choice. Poorer lots sold at 9 to 10c. There were no gilt edge lots offered.

CHEESE.

Offerings are light, and sales have been confined to small lots of good which went at 8½ to 9c.

PORK

There has been a fair business done in small lots, which sold at $13 to 13.50, with the feeling decidedly firm.

BACON.

Prices have been on the upward turn, and no round lots are available, except at the same prices as tons. Cumberland sold freely at 7¾c, and long clear at 8¼ to 8½c. Rolls were held at 10c and breakfast at 11c.

HAMS

There has been a decided scarcity and smoked were firmly held at 14c. Pickled or green were not called for.

LARD.

A fair business has been done confined to pails, which have sold from 9¼ to 9½c, according to size of lot.

HOGS.

Receipts have been light and buying rather free of all offered. Prices ranged from $7 to $7.50.

Recent Legal Decisions.

SALE OF OLEOMARGARINE—INDICTMENT—EVIDENCE.—Upon an indictment for the selling or offering for sale of oleomargarine unmarked, the Supreme Court of Oregon lately held (State vs Dunbar) that it was not necessary to prove any overt act of offering it for sale in an unidentified condition, but that the mere possession of it and placing it in a store with other articles held for sale was sufficient to warrant a jury in finding that the same was offered for sale.

UNLAWFUL SALE OF LIQUORS—RESPONSIBILITY OF EMPLOYER—Liquor was sold by the steward of a club on the club premises to persons not members of the club. In doing so the steward acted contrary to the orders of the trustees and managers of the club, but he paid the money received for the liquor to the account of the club. A conviction of the trustees for selling liquor without a license on this state of facts was lately quashed by the Queen's Bench Division of the High Court of Justice (Newman vs. Jones), on the ground that under the circumstances the trustees were not responsible for the acts of the steward.

COUNTY BONDS — COUPONS — PAYMENT — DRAFT OF DEPOSITARY.—The county of Westchester, through its treasurer, placed funds in hands of the legal depositaries of the county to redeem interest coupons on its debt. A bondholder presented coupons to the amount of $500 for payment, and on being asked as to the manner of payment requested a draft for the amount. The depositaries gave a sight draft upon a New York city bank, receiving therefor the coupons, which were afterwards delivered to the county treasurer. The depositaries failed, and the draft given for the amount of the coupons was protested for non-payment. Application was made for a mandamus to compel the county treasurer to pay the bonds. The New York Court of Appeals held (People vs. Cromwell) that, under the circumstances, the loss fell upon the bondholder, and that the county was released from any further liability on account thereof.

NEGOTIABLE INSTRUMENT.—PROMISE TO PAY AN OUNCE OF GOLD —The following instrument was lately construed by the Supreme Court of Vermont, viz: "Two years from date for value received I promise to pay J. S. King or bearer one ounce of gold." The court held (Roberts vs. Smith) that this was not a negotiable note, but a simple contract for the delivery of merchandise. The court said: Although it has long been settled in this state that a written contract having the usual form of a promissory note, but payable in some specific article, may be treated as a promissory note as to the form of declaring upon it, and the necessity of proof of consideration, and in some other respects (Rob. Dig. 92), yet such an instrument is not negotiable because not payable in money. * * * The instrument declared upon was not even a promise to pay a given sum in specific articles. It stands, for consideration, upon the question of the sufficiency of the declaration, under the demurrer thereto, as though it were a promise to pay one bushel of wheat. It is but a promise to pay, that is, deliver a certain article of merchandise definite in amount. Because gold enters into the composition of money we cannot assume that "an ounce of gold" is money, or that it has a fixed and unvarying value. The contract in question lacks, not only the quality of negotiability, but certainty and precision as to the amount to be paid. Upon failure to perform, there would be no definite specified sum due, as in case of a promissory note.

FALSE REPRESENTATIONS—STATEMENTS IN ADVERTISEMENTS.—A warehouseman, in a circular soliciting patrons, stated that the exterior of his building was fireproof and that no expense had been spared in supplying protection against the spread of fire. It appeared that in fact the window frames in the warehouse were of wood; that at the outside of the windows there were no shutters, and that the cornices were of wood covered with tin. The warehouse was burned by a fire which originated in other buildings across the street and was communicated to the wooden window frames of the warehouse. Suit was brought against the owner of the warehouse for false and fraudlen representations by a person who had been led by the warehouseman's circular to deposit certain goods in the warehouse, which goods were destroyed in the fire. In the trial court the plaintiff was non-suited, on the ground that the statement in the circular as to the character of the exterior of the building was a mere expression of opinion and not a statement of fact. The decision was affirmed by the General Term of the New York Court of Common Pleas, but it has now been reversed by the Appeals Court, which has held (Hickey vs. Morell) that the defendant's statement in the circular was a statement of fact and not of opinion, and that the court below erred in non-suiting the plaintiff. The court said: In such a circular, obviously intended as an advertisement, high coloring and exaggeration as to the advantages offered must be expected and allowed for, but when the author decends to matters of decription and affirmation, no misstatement of any material fact can be permitted, except at the risk of making compensation to whoever, in reliance upon it, suffers injury. Here the allegation is that the exterior of the building is fireproof. It necessarily refers to the quality of the material out of which it is constructed, or which forms its exposed surface. To say of any article it is fireproof, conveys no other idea than that the material out of which it is formed is combustible. That statement, as regards certain well-known substances usually employed in the construction of buildings, while it might in some final sense be deemed the expression of an opinion, could in practical affairs be properly regarded only as a representation of a fact To say of a building that it is fireproof excludes the idea it is of wood, and necessarily implies that it is of some substance fitted for the erection of fire-proof buildings. To say of a certain portion of a building that it is fireproof suggests a comparison between that portion and other parts of the building not so characterized, and warrants the conclusion that is of a different material. In regard to such a matter of common knowledge, the statement is more than the expression of opinion. No one would have any reason to suspect that any two persons could differ in regard to it.—*Bradstreet's.*

The M. & N. W. Ry. Country.

Proceeding along the Manitoba and Northwestern railway and starting from the eastern terminus of the road at Portage la Prairie, the tourist is at once ushered into the midst of the grandest wheat field in the Northwest, and it would not be exaggerating to say—in the world. The country here presents almost an unbroken view of waving wheat, like one immense field. There is no such a thing as short crop here. The straw may not be as long as usual, but the heads are large and plump and the fields even. The grain is now russet and golden, and by the time this reaches the readers of THE COMMERCIAL, it will be in stooks or stacks. A glimpse of this vast field of waving, golden grain would be a feast to the eyes of the agriculturist of many climes, and should also prove an effectual stopper to the throats of croakers at *home*, westward and northward beyond this great