

DRY GOODS.

Amongst country merchants there is a pronounced feeling of caution in ordering goods. Travellers now out on their placing trip write to headquarters that traders are purchasing very carefully and with full expectation of sorting up later on. They want to see the prospects more defined before committing themselves to their usual orders. A corresponding degree of caution, it is encouraging to note, is observable on the part of wholesalers. The Board of Trade returns indicate that imports of dry goods have been much lighter, and orders for Canadian-made stock are being given prudently. While the Gibson mill has not yet formally entered the combine, there are indications which point to its doing so in the course of a few days. In the fact that this agreement between all the important mills is likely to be continued, some wholesalers see that an increased stability has been imparted to the price of all Canadian cottons. As values are thought to have touched the lowest possible paying basis, all interests point to working together. Country merchants are in good spirits, and while payments are not, in many instances, what they should be, still the improved condition of the crops creates a stronger hope that by the fall the general shape of affairs in this branch of trade will be materially improved.

HE SAID DAMN.

We should think that the writer of the foolish letter which we print below—evidently a young man—must have been brought up in a wooden country, he is so clearly familiar with the source of the power that drives many of the saw mills. The wholesale house which sends it to us for publication says: "Enclosed please find a literary curiosity, illustrating the difficulties we have in getting accounts closed, and also showing the moral status of some of our rural constituents:"

H—, Ont., July 23rd, 1888.

MESSRS. — & Co.,
Toronto, Ontario.

DEAR SIR,—You can send a dozen more notes and drafts if you like; if you can't wait till the 15th Aug. till it's due, let me know and I'll pay you off, but never dare to send your drummer round again. If you are so dam afraid of your pay what in the hell do you send your drummer round again. Don't never think you are the only house in Canada that handle your goods. I made up my mind I wouldn't sign any notes and won't under any circumstance. We pay our bills when they come due and sometimes before, but I'll be dammed if I pay this before it is due. The first bill I bought I had to wait 2 or 3 months. When the summer was about gone, then I got the goods. If it wouldn't have been for your drummer I would have let you go to hell. I think Mr. N. he is too good a fellow to travel for a house like yours. I deal in hardware, boots and shoes, hats and caps, crockery, &c., but I be dammed if I ever had such a writing and telegraphing like this. I like to deal with a house that can wait till the bills come due, and if you can't do that don't never call on me. Yours, &c.,

—A new industry is reported from Nova Scotia, that of leasing Sable Island from the Dominion Government for the purpose of horse-breeding. There are now a number of wild ponies on the island, and it is proposed to introduce new blood among them and thus improve the breed, which is certainly susceptible of improvement. Doubt is expressed as to the wisdom of the proposed enterprise, as there are hundreds of places on the mainland where the experiment could be tried with much better chances of success.

RECENT LEGAL DECISIONS.

YOUNG V. TRAVELLERS' INSURANCE COMPANY.—Y. had an accident policy, and he was injured in such a way that he could not conduct his business, which was that of a billiard-saloon keeper. He could, however, do some acts necessary to be done in this business, but he showed on the trial of the action which he brought to recover moneys due under the policy that he was wholly disabled from doing many of the acts necessary to be done in his occupation. He obtained judgment, and the insurance company appealed to the Supreme Judicial Court of Maine, on the ground, among others, that under the terms of the policy, which provided that the indemnity should be paid if the injury shall "immediately and wholly disable and prevent the assured from the prosecution of any and every kind of business pertaining to the occupation under which he is assured," they were not liable. In delivering the judgment of the court, affirming that of the court below, Judge Libbey said: "A contract of insurance is to receive a reasonable construction so as to carry out the purpose for which it was made. In cases of doubt it is to be liberally construed in favor of the assured, that in all cases he may receive the indemnity contracted for; at the same time effect must be given to all the language used to guard the company against imposition. The object to be accomplished by this contract was the payment of an indemnity to the plaintiff for loss of time in being wholly disabled from prosecuting his business by an injury received, as specified in the policy. He was not able to prosecute his business unless he was able to do all the substantial acts necessary to be done in its prosecution. If the carrying on of the business required him to do several acts and perform several kinds of labor, and he was able to do and perform one only, he was as effectually disabled from performing his business as if he could do nothing required to be done, and while remaining in that condition he would suffer loss of time in the business of his occupation."

CLAPP V. MASSACHUSETTS BENEFIT ASSOCIATION.—E. A. C. procured a certificate of membership in a benefit society for \$3,000, and in reply to a question in the application, "What sickness, disease, or injury have you ever had," replied "rupture?" At the trial, Dr. W. testified that he had attended E. A. C. for a nervous affection with convulsive movements, but could not determine what was the complaint. He said he had examined the patient's urine and he had found a certain amount of albumen, but he could not say E. A. C. had Bright's disease. The policy, or rather certificate, was issued on the condition that the answers in the application were true in all respects, and that no fact respecting the applicant's health had been concealed. The acknowledgment of E. A. C. declared that the statements in the application were true to the best of his knowledge and belief. His widow recovered the moneys due under the certificate, and the Supreme Judicial Court of Massachusetts said, properly so, for the evidence only showed that the facts were not true; not that E. A. C. knew them to be false, which latter the evidence must show in order to defeat such claim.

WEST V. WESTERN UNION TELEGRAPH COMPANY.—A decision of the Supreme Court of Kansas lays it down that, where a son, for the benefit of his father, left a written message at the office of a telegraph company, properly ad-

ressed to his father, with direction to the agent to forward it immediately, and paid the amount of money demanded by the agent for the transmission and delivery of the same, and subsequently, with a full knowledge of all the facts, the father returns to the son the money paid by him to the telegraph company, and fully ratifies his acts in the transaction, and the message is never delivered owing to the gross negligence of the company, the father may maintain an action for the breach of the contract in his own name against the telegraph company, and may recover the amount of his actual damages caused by the breach thereof, including also the money paid for the transmission and delivery of the message; and when the negligence is gross enough to amount to wantonness or a malicious purpose, he may recover exemplary damages in addition to the actual damages.

INSURANCE NOTES.

It is seldom that one finds the officers of a co-operative insurance company desirous of quitting the business, but such is occasionally the fact. We presume that the management of the Industrial Mutual Aid Association of Milwaukee find it no longer possible to conduct the company in a way profitable to themselves or they would not be so keen to retire. When they are so anxious for themselves what about the poor policy-holders?

Owing to an increase in its business the Citizens' Insurance Company, of Montreal, has found it necessary to make a call for more capital.

An apportionment of the Canadian deposit of \$100,000 in the matter of the Briton Medical Life Association will shortly be made amongst those entitled thereto. This will not prove a large dividend, but will, perhaps, be something of a satisfaction to those policy-holders who have been waiting so long for a settlement.

The Nova Scotia Fire Insurance Association has decided to adopt the regulations of the New England Insurance Exchange with regard to electric lighting. It will issue permits to insurers who adopt the safeguard therein laid down to use electricity without extra premium.

—Several new discoveries of coal have been made in the mining districts around Spring Hill and the Joggins, in Cumberland County. There seems to be no limit to the production of good coal in Nova Scotia, in fact the whole Dominion could easily be supplied if arrangements could be made for its transport. Already there are upwards of twenty regular colliers between Quebec, Montreal, Pictou, and Sydney. There is a constant procession of coal trains from the Cumberland mines coming west and yet the supply is scarcely tapped, let alone exhausted.

—At last comes the announcement that the cable companies have signed the agreement by which the rate is advanced from 12 to 25 cents per word for messages to England, France, and Germany. It will be given one year's trial from 1st Sept. next, and includes Quebec, Ontario, and the Maritime Provinces. This agreement does not imply a pool or partnership between the lines, but relates exclusively to the rates. Each company retains the right to do what it pleases legitimately in competition.