

These commercial gentlemen visit the other provinces with sketches and catalogues or photographs—they cannot well carry samples—of their wares; and many small towns, not only in Quebec, but in provinces farther east, are supplied by dealers in Western Ontario. Competition is keen, and the recent appliances for dressing, turning, carving lumber, have so assisted to increase the output that prices have been cut down, else we should not see people ship such goods long distances by rail. While much of this is of course of a cheap quality, there is abundance of handsome furniture made. The designs used are mostly adaptations of American, and here is a branch of art to which our young students should give attention, namely, designing; for as the country grows, new and distinctly Canadian patterns will be looked for.

What is known as "quarter-cut oak" is the wood most in vogue just now for dining and bedroom furniture, and walnut for these purposes is but little asked for. Then there is a "sixteenth-century finish" of oak that is very fashionable to-day in cabinets, etc. A "boom" may be said to exist in old-style furniture; fancy chairs, ancient patterns, grandmother's oak rockers, sell, as a dealer puts it, "like hot cakes." Fancy tables are made of cherry and stained a rich red. Very good imitations of cherry are made of birch, also stained. Bedsteads are ornamented with much carving, according to the purse of the customer, or if in that wood, are finished as "antique oak"—the degree of antiquity being perhaps indicated by the extra quantity of coloring rubbed in.

For parlor sets the materials which command the most constant request are silk brocatelle and silk tapestry. There are also many customers at present for what are known as Wilton rug sets, which are made up with Wilton carpet very tastefully and well. Silk plush as a material for parlor sets is dying out of notice. Gilt furniture is much favored in the States by certain rich people or flashy folk, but it has not become popular in Canada.

A branch of furniture-making which has grown to large proportions is the manufacture of office desks or other furnishings, and the making of school furniture. This business may be said to be the growth of the last seven or eight years. School desks of neat patterns were made in Toronto a dozen years ago, but orders for them were rare. Since the public school authorities demanded them recently, however, the output has grown enormously. The idea of the present neat and compact desk, which displaces the huge, ugly (and unfailingly dirty and whittled) school desk of thirty years ago, seems to have been obtained from the United States. Ah! those old desks. What an honor it was to cut one's name or initials on them and to ink the carving unknown to the master! In the case of how many a lad at school was it true, as a New England poet has said: "A constant listener there, he did not fail to carve his name on every bench and rail." We all love to go back to the fountain of youth. The *Autocrat* is right when he sings:—

"And be his titles what they will,
In spite of manhood's claim,
The greybeard is a school-boy still,
And loves his school-boy name."

But we must by no means omit to observe that there are Canadian inventions or improvements in this direction too. One firm in Preston has patents on school furniture, as well, we believe, as on office desks, which are nowadays marvels of beauty and also of convenience for a business man. Then there are chairs or stools to go with the school desks, and luxurious revolving chairs to go with the office desks. A firm in Toronto, we are told, manufactures also the opera chairs which are now so great and so comfortable a feature of public halls and churches. And there are several places in Canada where church pews and church fittings generally are manufactured to order on a large scale.—*Monetary Times Portfolio*, 1891.

RESPONSIBILITY OF FIRE INSURANCE AGENTS.

It happens not unfrequently that managers of fire insurance companies have difficulty in getting their local agents to comply with instructions given to cancel certain insurance for which the assured holds an interim receipt, or one for which a policy has been issued. This, indeed, is a matter of such frequent occurrence that agents should be made aware of the danger they incur, when, in such cases, they fail to comply with the instructions of the head office. An agent's interest is to have the insurance remain in force, because his commission is forfeited when cancellation takes place, and the declining by his employer of an application for insurance taken by him is a reflection on his judgment as a cautious and competent agent.

The *Insurance Monitor* cites in this connection a case in the Sun Fire Office vs. Ermantrout, decided in the Berks County Common Pleas, in the May term in 1890. Every insurance agent should read the following digest of the case, which clearly shows the liability incurred by neglecting to carry out the instructions given him as to the cancellation of an insurance. The Judge who tried this case is very explicit in his charge, which is as follows:

"The legal principles applicable [to the main question involved] are few, plain, and well settled. Where the order of a principal to his agent leaves him a discretion, the law requires nothing of him further than the exercise of a sound, honest judgment; but if the order be free from ambiguity, positive, and unqualified, it must be rigidly obeyed, if practicable; and no motive connected with the interest of the principal, however honestly entertained or wisely adopted, can excuse a breach of it. Much less can any mere mistake of the agent, or any motive connected with his own personal interest, have such effect. If, in any way, he departs from his instruction, he assumes the risk in case of loss, unless it be shown that his deviation in no way contributed to the same. It goes without saying, therefore, that an agent of an insurance company who violates his instructions not to insure a certain class of

risks, does so at his peril, and that one who receives orders to cancel a policy delays their execution at his peril." A syllabus of the case is as follows:

Where the agent of a fire insurance company violates his instructions not to insure a certain class of risks, he is liable to the company for any loss that may occur in consequence of such violation.

He is also liable, if he receives orders to cancel a policy, and delays their execution until the property insured is destroyed by fire.

The failure of an insurance company to signify to their agent their dissent from the latter's act in placing a policy in violation of express instructions, will not be tantamount to an approval of the same, unless such failure continue for more than a reasonable length of time allowable for looking into the case.

In such a case, where the company on reasonable grounds defends a suit brought on the policy and notifies the agent that they will hold him liable for the loss, in case of failure of the suit, the agent will be liable for the costs, but not for counsel fee, and not for the costs of appeal where an appeal is unnecessary.

Where an insurance agent is instructed to cancel a policy, he must notify the insured, and not the insurance broker who negotiated the insurance.

Where the evidence upon the material points in a case consists entirely of writings, whose authenticity and bearing upon the subject-matter are beyond question, and which are not tendered ambiguously by the use of phrases having a technical, trade or local meaning, the construction and effect of such evidence is for the court and not for the jury.

EXPORT CATTLE TRADE.

The season of cattle export by the St. Lawrence is over for 1892, and a most unsatisfactory one it has been. The last consignment of Canadian cattle went forward by the steamer "Sarnia" from Montreal on Tuesday last for Liverpool. In May the cattle brought 5½d. per pound and in June 6½d. was touched, which was a gala time for our exporters, but in July and August the offerings were excessive, native cattle being plentiful, and the market broke, cattle of all sorts falling greatly in price. In the latter month freights fell to the lowest point known from Montreal, thirty shillings per head. Since that time the shipment of Canadian cattle has proved as a rule disappointing, in some cases disastrous. Nor could our live sheep compete to advantage with the Australian mutton. It is quite safe to say that our exporters made no money on the year.

A statement of the shipments from Montreal during the period from May to 21st November is given by the *Montreal Gazette*. From this we gather that the total number of cattle shipped to Europe this season was smaller than for either that of 1891 or 1890, while the exports of sheep were the smallest since 1877. The following shows the number of cattle and sheep shipped each year for five years:

Year.	Cattle.	Sheep.
Total 1892.....	98,755	15,932
" 1891.....	109,150	32,042
" 1890.....	123,136	43,372
" 1889.....	85,670	59,334
" 1888.....	60,504	45,528

It is worthy of note that Glasgow, not Liverpool, is this year the port to receive the largest number of these cattle. Liverpool, however, gets the bulk of the sheep. Bristol, too, shows a marked increase in the proportion of cattle received, Dundee, Newcastle, London and Aberdeen coming next in order. The effect of the recent Government order scheduling our cattle and compelling their slaughter at once upon arrival puts an end to the "stocker" trade. It may be, however, that