

## GREAT DOINGS AT STUBVILLE.

## A FINANCIAL CRISIS.

There has been an exciting time lately at Stubville, a village in the "North Countree." It came about in this way. The farmers around Stubville got an idea that they were paying too much for their groceries, dry goods, shoes, hardware and whatever else they were buying from the local store-keeper. Why, or where, or how, they got the idea, nobody knows, for every man who has tried store-keeping at Stubville has failed, and that does not look as if they charged too much for their wares, but too little rather.

Six months ago the Patrons of Husbandry started a store of their own to supply their members with goods at wholesale prices. On Tuesday they called the half-yearly meeting in the school house, to find out how things stood and to draw their dividends for the half year. They expected from fifty to a hundred per cent. on their paid-up stock. Patron Dudgeon occupied the chair, and after a few remarks called on Mr. Fudge, the manager of the store, to read his report for the half-year.

It may be here remarked that Mr. Fudge, previously to becoming manager of the Stubville enterprise, had been a school teacher. Not being a success at teaching the young and rural idea how to shoot, he became agent for books, pictorial Bibles, and cheap periodicals. But there was no money for Mr. Fudge in the literary arena, so he tried a patent churn. Mechanically, the churn was a wonder, but financially the churn was a failure. Then he was advised to try peddling fruit trees, in which respectable, but overdone vocation, he lost his "bottom dollar" and wore out his last pair of shoes. Then the Patrons made him manager of their Stubville emporium.

The half yearly report that Mr. Fudge submitted did not demonstrate a brilliant success; in fact we may say plainly that it was a dismal disappointment both to the much-expecting Patrons and matrons present at the meeting. The paid-up capital of the concern was \$1,000, subscribed by the Patrons. The stock of the emporium consisted of groceries, dry goods, hardware, shoes, mouth-organs, combs and patent medicines. At present, said the report, there is only \$300 worth in stock, principally canned food, mouth organs, pills, and Burdock bitters. Besides this there is \$600 in book debts. But the concern owed three months' salary to Mr. Fudge, it appeared.

Patron Doolittle, furiously.—"I want to know what has become of our property and profits. I say we have been robbed and swindled!"

Manager Fudge.—"I say, Mr. Doolittle, you lie! Why don't you pay the \$60 you owe the store? It is Patrons like you that have ruined the business. You want goods at cost and then won't pay for them. I want you to pay my three months' salary and I'll retire."

Patron Dudgeon.—"I must say, brothers and sisters, we have made a nice mess of store-keeping. I have paid cash for everything I have bought. When I became a shareholder and a Patron I was promised goods at wholesale prices here, and I have found out that I can buy at regular stores where they do business on business principles ten to twenty per cent. cheaper and get what I want; whereas in our own store half the time they have neither had sugar, tea nor cotton. I can't run my house, friends, on canned shrimps, epsom salts and wash-tubs. I am willing to sacrifice my paid-up stock and quit store-keeping. From this time forward I shall confine myself to the farm and leave store-keeping to those who understand it."

Sister Scrimmage.—"I don't know, I'm sure, but the store ought to be rich. Talk about wholesale prices. Lands alive! why I bought a print dress—first wash the color came out, and next time the thing fell to pieces. I bought Josiah some stuff for overalls, and I swan, it didn't last three weeks. We don't want no more store-keeping. We have made a nice kettle of fish of it, I'm sure. We are willing to lose all the money we put into it and quit store-keeping."

Sister Longbottom said she thought as how there must be something crooked somewhere, for she could always get three or four pounds more sugar for a dollar in town nor she could at Fudge's place, yes, and two and three cents more for eggs a dozen. As for dry goods, she believed it was a lot of old trash they kept, bought in the big retail stores. In fact she had found out that no regular wholesale house would sell the Patron stores, and in the future she would buy where she pleased.

Patron Tuttle proposed that they wind up the business which had been so disappointing and disastrous to the Patrons; collect in what was owing; pay Mr. Fudge his salary, and divide up the stock that was left. Also, "That we recommend all farmers and Patrons to leave store-keeping to those who know something about how it should be done."

Patron Sykes seconded the resolution, which was carried unanimously, and the meeting adjourned.

This store business has raised more strife, jealousy and ill-will among the community of Stubville and the township than anything ever did before, and as for poor Fudge, it's a cold day for him around that town and neighborhood.

## DECISIONS IN COMMERCIAL LAW.

MCDONALD V. MANNING.—M., by agreement in writing agreed to become surety for McM. & S. by endorsing their promissory note, and McD. & D. on their part agreed to transfer certain property to M. as security, to protect M. against loss or expense in regard thereto or in connection with the note, to pay him a commission for endorsing, and to retire said note within six months from the date of the agreement. The note was made and endorsed and the securities transferred, but McD. & S. were unable to discount it at the bank where it was made payable, and having afterwards quarrelled with each other the note was never used. In an action by M. for his commission,

Held by the Supreme Court of Canada that M. having done everything on his part to be done to earn his commission, and having had no control over the note after he endorsed it, and being in no way responsible for the failure to discount it, was entitled to the commission.

MARGETSON V. GLYNN.—The action was brought by shippers of oranges against the shipowners, for damages for breach of the contract contained in the bill of lading by reason of which the oranges were spoilt. The bill of lading stated that the goods were shipped on board the steamship "Zeta," "which was now lying in the port of Malaga, bound for Liverpool, with liberty to proceed to and stay at any port or ports in any rotation in the Mediterranean, Levant, Black Sea, or Adriatic, or on the coasts of Africa, Spain, Portugal, France, Great Britain and Ireland, for the purpose of delivering coals, cargo or passengers, or for any other purpose whatsoever." The oranges were shipped at Malaga, and the ship then, instead of going to Liverpool direct, went first to the port of Burriana, which is on the north-east coast of Spain, and thence back again, and

then proceeded to Liverpool. A delay of some days was thus caused, and the consequence was that the oranges, when they arrived at Liverpool, were in a rotten condition. The defendants justified the delay by the terms of the bill of lading. It was held at the trial that the general words in the bill of lading did not authorize such a deviation from the direct voyage from Malaga to Liverpool.

On appeal to the Court of Appeal it was held that the principle which governed the case was that the general words contained in such a contract must be limited by the voyage, which was the first thing agreed on between the parties and which was the main object of the contract. The liberty reserved must be construed as meaning liberty to proceed to any of the places mentioned which were substantially on the specified voyage. Here the voyage specified was from Malaga to Liverpool, and the ship began by going straight away in the other direction. The argument for the defendants must go to this extent—that the ship would have been justified in going to Constantinople or Sebastopol. No reasonable man could say that that would be substantially upon the voyage from Malaga to Liverpool; it would be an entirely different voyage. The general words must be limited to such ports as were fairly within the specified voyage, which was the very object of the contract, and it would be an outrage on all legal principle to suppose that such words were to be read in their largest sense, although the very object of the contract was a particular voyage. It was a principle applicable to the construction of all contracts that general words must not be construed in a way which would be inconsistent with—destructive of the main object of the contracting parties. The learned Judge had construed the bill of lading rightly.

## OWEN SOUND BOARD OF TRADE.

The annual meeting of the Owen Sound Board of Trade was held some days ago, when the chair was taken by the vice-president, Mr. B. Allen, in the absence, through illness, of the president, Mr. S. J. Parker. No formal president's report was presented to the meeting, which consisted of some thirty business men, but a letter from the president was read, stating his belief that before another year passed the desired Grand Trunk Railway extension would be secured, a survey having already been made. Mr. Allen urged those present to work for the furtherance of manufacturing industries in the town, and said that the Polson dry-dock should have every consideration. The annual report of the secretary, Mr. J. R. Brown, showed 120 members on the roll, of whom 92 had paid their dues. Some statistics of port tonnage, etc., were submitted. Mr. Parker was re-elected president, despite of his declining the post, Mr. Allen, who was proposed, not consenting to stand. Messrs. Allen, Kough and Jas. McLaughlan having been nominated for the vice-presidency, a ballot was taken and the last-named elected. Mr. Brown was unanimously re-appointed secretary.

The council was elected with the following members: Messrs. J. W. Maitland, W. B. Stephens, B. Allen, J. Wright, R. Wightman, L. E. Tate, S. Lloyd, M. Kennedy, W. Brown, W. A. McClean. The board of arbitrators is the same as last year, with the exception of two names, and is composed of Messrs. J. W. Redfern, Hy. Lepan, J. C. Paterson, D. R. Dobie, Jno. Corbet, Jno. Harrison, H. B. Harrison, W. Kough, W. Robinson, R. Edgar, R. McKnight.