

Business East.

ONTARIO.

A. K. McKay, woolen mill, Orillia, was burned out.

Gray & Glass, pottery, Tilsonburg, are moving to London.

Jas. Leaman, dealer in boots and shoes, Toronto, is selling off.

Ithmar Smuck, grocer, Hagersville, has sold out to Elgin Smuck.

R. J. Hill, grocer, Dunham, has called a meeting of creditors.

Jas. Cochrane, hotelkeeper, Oshawa, has removed to St. Marys.

A. McGirr, general storekeeper, Feverham, has assigned in trust.

Jas. Kennedy, hotelkeeper, St. Marys, has sold out to Jas. Cochrane.

Mrs. M. E. Rose, dealer in fancy goods, Hagersville, is selling out.

Jno. Cook, dealer in shoes, Sarnia; stock advertised for sale by trustees.

W. H. Millar, dealer in furniture, Lucknow, has sold out to Glasgow & Cliff.

G. W. Swage, general storekeeper, Cyprus, has called a meeting of creditors.

Toronto Mucilage Manufacturing Co., Toronto, have called a meeting of creditors.

Steele & McLagan, carriage manufacturers, Stratford, have called a meeting of creditors.

S. E. Roberts, gilder, Toronto, has admitted his son Percy; and style now Roberts & Son.

Wheeler Bros. & Brown, grist mill, Catarac, have dissolved; W. Brown retires and Wheeler Bros. continue.

QUEBEC.

M. Rice, jeweller, Montreal, is dead.

J. C. Duckett, grocer, Montreal, has assigned in trust.

Foucault & Ouimet, butchers, Montreal, have dissolved.

Porter & Savage, tanners, Montreal, have dissolved.

Theophile Beaudoin, grocer, Nicolet, has assigned.

F. Hartie & Co., general storekeeper, Hull, has assigned.

Laramée & Frère, coal dealers, Montreal, have dissolved.

Thompson & Co., boot and shoe manufacturers, Montreal, have dissolved.

H. Swain, sr., manufacturer and retail cigars, Montreal, sold out his retail business to S. Youngheat.

NOVA SCOTIA.

Daniel Benjamin, general storekeeper, is dead.

Kenneth Dunn, jeweler, North Sydney, is dead.

Jno. M. McElmon, saw mill, Folly Lake, was burned out.

Geo. Kerr & Sons, woolen mill, Middle River, has assigned.

G. Pilhol & Henry, general storekeepers, Salmon River, have dissolved.

NEW BRUNSWICK.

Whitelock Bros., grocers, Milltown, have dissolved.

Hamilton & Smith, general storekeepers, Shediac, have dissolved.

Recent Legal Decisions.

DEPOSIT OF GOODS—PLEDGE—BILL OF SALE.—One person deposited with another two tricycles to secure the repayment of an advance made upon them, and the parties entered into an agreement giving power to sell the tricycles in case of default. The question whether this agreement constituted a bill of sale was recently raised in the English Court of Appeal, when it was held (re Hardwick ex parte Hubbard) that the agreement was not a bill of sale, and that the transaction amounted to a pledge only.

FOREIGN CORPORATION—AGENCY IN LONDON—SERVICE OF WRIT.—When a banking corporation with a head office and directorate at Hong Kong established an agency office in London and carried on business there, the Chancery division of the High Court of Justice (England) held (Simon et Cie. vs. the Hong Kong & Shanghai Banking Corporation) that the service of a writ in an action against the corporation, which arose out of transactions occurring in Japan, might properly be effected upon the manager of the London agency.

NEGOTIATING INSTRUMENTS—POST-OFFICE ORDERS.—Post-office money orders are not negotiable instruments, according to the decision of the English Court of Appeal, in the case of The Fine Art Society vs. The Union Bank of London. In this case it appeared that the plaintiffs, who had an account with the defendant bank, gave their clerk a number of post-office orders to pay into that account. The clerk had a private account at the bank, and paid the orders in for his own benefit. The orders were cashed by the bank in the ordinary way and placed to the credit of the clerk. The plaintiffs sued the bank for conversion, the bank setting up in defence that the orders were negotiable instruments. The Court of Appeal held that as long as receipts were admittedly necessary to obtain payment upon post-office orders they could not become negotiable instruments, and that the arrangement under which the post-office waived the receipts of individual payees, and the production of advice notes in the case of orders cashed by and through bankers, was not enough to establish a universal legal custom so as to make them negotiable.—*Bradstreet's*.

EVIDENCE—ADMISSIBILITY OF TIME-BOOK.—In the case of The Mayor, etc., vs. Second Avenue Railroad Company, the New York Court of Appeals held, that in order to prove the number of days' work performed upon a job a time-book kept by a time-keeper was admissible in evidence, it having been first proved by the gang foreman that he correctly reported each day to the time-keeper the number of men at work upon the job, and by the time-keeper that he had correctly entered in the time-book the time reported to him by the gang foreman. The court said: "We think entries so made, with the evidence of the foreman that they made true reports, and of the person who made the entries that he had correctly entered them, are admissible. It is substantially by this method of accounts that the transactions of business in numerous cases are authenticated, and business could not be carried on and accounts kept in many cases without great incon-

venience, unless this method of keeping and proving accounts is sanctioned. In a business where many laborers are employed the accounts must, in most cases, of necessity be kept by a person not cognizant of the facts, and from reports made by others. The person in charge of the laborers knows the fact, but he may not have the skill, or for other reasons it may be inconvenient that he should keep the account. It may be assumed that a system of accounts based upon substantially the same methods as the accounts in this case is in accordance with the usage of business. In admitting an account verified as was this account here, there is little danger of mistake, and the admission of such an account as legal evidence is often necessary to prevent a failure of justice.

British Columbia.

LEACH & MOREISON, merchant tailors, Victoria, have suffered some damage to their stock from fire.

KEARN & O'BRIEN, billiard hall and tobacconists, Victoria, have had their stock damaged to the extent of \$2,300 by fire. Insured for \$1,300.

R. A. ANDERSON and Jas. Hastie, have entered into partnership under the style of Anderson & Hastie, for the purpose of carrying on a furniture business.

W. HEATHORN, tannery and manufacturer of boots and shoes, Victoria, has had his shoe factory burned out. His loss is estimated at thirty-five thousand dollars, above insurance.

THE following are the rates paid per 1,000 feet to the ships loading lumber at Burrard Inlet for foreign ports: Valparaiso, South America, £2 5s. 0d; Iquique, Peru, £2. 2s. 6d., Callao, £2. 5s. 0d; Shanghai, China, £3. 0s. 0d.

THE British Columbia Stationery and Printing Co., Victoria, of which J. B. Ferguson, formerly of Winnipeg, was manager, has been burned out. Stock insured for \$17,000, and valued at \$25,000. The damage sustained will be fully met by the insurance. The Company have branches at New Westminster and Vancouver.

THE following excerpt is taken from the director's report, presented at the late annual meeting of the Manitoba Northwestern Ry.—"Your directors are glad to report that land sales this year show a very satisfactory increase over last year, and that in the past six months sufficient has been realized from this source to pay the interest on the total bonded debt, for more than a year. It is their pleasing duty to state, however, that they (your directors) do not anticipate that this fund will be called upon to any extent, for this purpose, as the earnings of the road are increasing in a remarkable manner, being more than double those of the corresponding period of last year. When one looks back at the wonderful advance this country has made in the past six years and contemplates the sound basis on which it now stands, with its great railway facilities and means of communication which has come into existence during a period of depression, it does not seem too much to expect that the next six years will see a still more wonderful development."