

have been taking at 17c and fresh at 20c in round lots, with all offered wanted.

#### BUTTER.

In this market receipts have been on the increase and prices appear to have been rather easier. Selected dairy has been going off in nearly all cases at 15 to 16c, but in good demand at these prices, all offered being readily taken; medium dairy and fine store-packed were slow of sale, one lot of the latter quality sold at 12c and a few small lots at 12 to 12½c, but with these exceptions there has scarcely been any demand either for local use or for shipment. Inferior has been almost nominal and receipts are accumulating; rolls have been coming in slowly and have sold fairly well when offered at 12½c for poor and 15c for choice.

#### CHEESE.

Has sold fairly well at steady but unchanged prices, fine brought 9½c and some medium went off at 7c for small lots.

#### BACON.

Very little of any sort to be had, and that held firmly. Some new long clear in small lots sold off at 7½c and some old Cumberland at 6½c; a few new rolls have sold at 9½ to 9¾c and some bellies at 11 to 12c.

#### HAMS.

These are scarce with new smoked held at 12c and old at 11c; old canvassed was obtainable at 10c but very few buyers for them appeared.

#### LARD.

Appears to have been rather less active and selling as before at 9 to 9½c for tinnets and pails, according to quantity and quality. No tierces moving.

#### APPLES.

No movement in car lots. Wind-falls sold at 75c to \$1, and good to choice at \$1.25 to \$1.75 per barrel.

#### POULTRY.

The receipts have been increasing and prices declining. Box lots sold at 25 to 40c per pair for fowl; at 45 to 55c for ducks; 6 to 7c per lb for geese; and 9 to 10c per lb for turkeys.

### Recent Legal Decisions.

**INSOLVENT LAW—MEANING OF "MERCHANT OR TRADER."**—In the matter of Conant, noted in the *Albany Law Journal*, the Supreme Judicial Court of Maine held that casual transactions in mining stocks, independent and outside of an established business, amounting in all, in the course of a year, to about \$3,500, did not constitute a man a "merchant or trader" within the meaning of the state insolvent law.

**PROMISSORY NOTE—SIGNING AFTER MATURITY—STATUTE OF FRAUDS.**—After the maturity of a note, and while it was still held by the payee, two sons of the maker, for the purpose of inducing the payee not to pass the note into the hands of a third person, and to give further time for payment, placed their names under that of their father, already upon the note. The New Jersey Court of Errors and Appeals held (*French vs. Yawger*) that there was a good consideration to support their contract, which was to pay the amount of the note on demand, and that their contract was not within the statute of frauds.

**MORTGAGOR AND MORTGAGEE—NOTE—FRAUD.**—Where a note and mortgage were executed for an amount in excess of the actual indebtedness existing from the mortgagor to the mortgagee, to take up an old note and mortgage given in good faith to secure an actual indebtedness

with the understanding that upon the execution of the new note all the credits that were upon the old note should be placed upon the new note, and such understanding was carried out by the mortgagee, and in the overstatement of the amount secured there was no intent of either party to hinder, delay or defraud the mortgagor's creditors, the Supreme Court of Kansas held (*Hughes vs. Shull*) that such mortgage was not fraudulent in toto, because upon its face it secured an amount of indebtedness in excess of that actually existing from the mortgagor to the mortgagee.—*Bradstreet's*.

### Claims for Manufacturers' Imperfections.

A not inconsiderable feature of trade in clothing woollens is the system of making claims for rebate on account of manufacturers' imperfections, which has become so general and constant that almost all the large buyers of clothing woollens keep a special examiner and adjuster of claims. Those who do not employ one exclusively for their own work, place the matter in the hands of professional finishers and spongers. Some of the latter are believed to be unscrupulous both in making the examinations and in arbitrating the claims, finding or making imperfections where they are really insignificant, and making the claims so excessive that a compromise is more than satisfactory to those employing them. Stories of bribery and corruption are told in this connection which cannot be easily verified, but that there is more or less irregularity, with undue loss and vexation to manufacturers, is generally admitted, and manufacturers are inclined to believe that the whole system of examination and adjustment of claims is a grievous one and permeated with much abuse. They urge that when times are good, and the clothing business is flourishing, these claims are much less than when times are bad, or, for some reason or other, buyers wish to back out of their contracts, and that the goods are often thrown back upon the mills for excuses too trivial to be inspired by any other motive than a determination to make manufacturers bear the losses of imprudent purchases.

There are, however, two sides to this question, and while manufacturers undoubtedly have reason often to complain of the onesidedness of transactions between producers and consumers in this case, there are nevertheless, legitimate grounds often for apparently large claims on the part of customers for a rebate of price. If manufacturers never sent out anything but perfect goods, there could never be any trouble of the sort complained of. But unfortunately there are frequently imperfections in cloth, either in the width or the shade or the regularity of the weave, or something else that affects its value. Manufacturers particularly fail to appreciate the reasonableness of large claims for such damage. But take an instance like the following, for an example of the effect of a blemish in cloth. A clothier buys a piece of pantalooning in hair-line stripes, but it turns out that one of the lines appears conspicuously heavy and catches the eye at a glance. It has cost him, say \$2.50 a yard and the manufacturer \$2.25 to make. The clothier makes the pants to sell for \$8, but he finds that all those

that are affected by this bad thread are passed by and he has to mark them down to \$7, perhaps \$6.50 and even then careful buyers would rather pay \$8 for the perfect pairs. Now he comes back upon the manufacturer with a claim for his loss, which may be put at one dollar, or perhaps a dollar and a quarter. There was nothing else imperfect about the pants but the cloth, and there is no other place where a claim can be made. The dollar or more must come out of the cloth, and as only a yard or a yard and a quarter are used in the pants, the claim for rebate may amount to a dollar a yard. To the manufacturer this is appalling, for it means net loss to him of 75 cents a yard. This is not an extreme example, and is as good as a hundred, while it may serve to point out to manufacturers that they are first to blame, and that the right way to avoid these "robberies" is to make or at least to send out only absolutely perfect goods.—*Journals of Fabrics*.

### Generous Hearted Drummers.

Not long ago a train on a prominent railroad in Minnesota carried a jolly party of five St. Paul commercial travelers. They were bound to different points and whiled away the time with stories more witty than nice. In one of the passenger coaches was a wan-faced woman, neatly but poorly dressed, in whose arms was a sleeping baby. Just as the train left a small station the baby began to breath unnaturally, and in a few moments had passed away. The grief of the mother can be better imagined than described. She was among strangers and far from her home and friends. Inquiries revealed the fact that she was entirely destitute of money, and the officers of the road were compelled by duty to require some disposition of the body to be made. The story spread through the train, and then the laugh in the drummers' car was stilled, the idle jest ceased its rounds. They went into the side of the afflicted mother, and in voices gentle as a woman's tendered marly sympathy. Tender hands took the dead child from the arms which held it in their agonized grasp, while, without a word, the five put sufficient funds in the hands of one of their number. A little coffin was telegraphed for to the next station, the express charges away out on the frontier were cheerfully paid, and the mother given in the neighborhood of fifty dollars in cash.—*Hat, Cap & Fur Trade*.

### Labor Contracts.

An interesting suit has just been entered in Pennsylvania which will test the validity and the possibility of the enforcement of labor contracts between employers and employees. Some time since the miners of J. Walton & Co., on the Monongahela River, entered into a contract with the firm, under the terms of which Walton & Co., promised steady employment to the men on the basis of 2½ cents per bushel for digging coal. The men pledged themselves to work on this basis, and to give 30 days' notice before stopping work or, in other words, entering into a strike. A very short time after the contract was made it was violated by the men, who stopped work without the notice agreed upon, and Walton & Co., now sue for damages against