

tested. A alleged that B's traveling agent had allowed him an extension on said note. C getting it back unpaid wants B to make good its amount, but B refuses to do it, asserting that he is no more liable on account of the note not having been protested. Has B a legal right to do so in presence of the fact that according to the laws of the State of Texas it is not necessary to protest a note to keep every indorser bound (as before the note was due)? Could the New York bank be considered as liable, they having failed to notify their Houston correspondent to protest the note if not paid? These are the questions which I would be greatly obliged to you to answer.

Respectfully yours, J. A. R.

Reply.—The general rule is that the *lex loci*, that is, the law of the place where the contract is made, is "to regulate the rights and duties of the parties."—Story on Prom. Notes, sec. 339.

Editor of the Journal of Commerce:

One of your subscribers would be exceedingly obliged for your valued opinion in the following case:

A delivered to B upon a contract a cargo of crude brimstone in bulk. B, the buyers, were duly notified of the arrival of the vessel in this port, and the seller consented to their request to deliver the cargo at their works on the Hudson River, within limits of this port. As customary, A the seller gave the buyers an order on the captain of the vessel to deliver the cargo subject to weighing of C, public weighers appointed as usual by the seller. B, the buyers, received the cargo immediately after arrival of the vessel at their works, without presenting the order given by the seller, and without waiting for the public weigher or giving any notice to the seller, assumed the responsibility of weighing the entire cargo themselves, by one of their employees, in a manner entirely unusual and unsatisfactory, mingling it at once with their old stock in store, making it impossible for the seller to reweigh the cargo, their weight showing an unheard of loss of ten per cent. on the invoice weight. A, the seller, offered settlement on the basis of invoice weight, reducing foreign weight at a fixed rate established by the trade, in cases where weighing is waived by mutual agreement. B, the buyers, refused to make any payment on account, or to make any settlement whatever, other than paying for what their weight showed, demanding that the seller should thereupon give a receipt in full.

AGENT.

Reply.—This case ought to be left to a referee or arbitrator to examine the facts and settle the dispute on an equitable basis. If the statement expresses the whole truth, the position of the buyer is untenable, but only a hearing of the explanations on both sides can determine what ought now to be done.—N. Y. Journal of Commerce.

Editor of the Journal of Commerce:

Your wisdom and good nature seeming to have no limit, we have agreed to leave the following to be decided, and if you think it of general interest, an answer through your columns would oblige:

Z, a dealer, borrows money on merchandise in bond from X, gives X a storage receipt in his (X's) name for the goods, signed by the warehouseman, as well as Custom-house withdrawal papers properly executed. The latter X neglects

to have checked at the Custom-house. Z also gives Custom-house papers duly executed for withdrawal to Y, to secure a loan made from him. Y pays the duty on the merchandise and obtains a permit.

Y claims the permit (being a Government order on a Government official) takes precedence of the storage receipt, as the goods are in the custody of the Government, and the Government official at the store is over the warehouseman.

X claims that the duty having been paid by Z (the withdrawal papers now made in Z's name and on the books of the collector it appears as if Z had paid the duty), the warehouseman should deliver the goods on his (X's) order, the Government claim having been paid.

An amicable settlement between X and Y can be made on your deciding the point of the respective claims to the goods.

AN OLD READER.

Reply.—Neither party has a good title to the goods. That of X is the better, but as the warehouseman does not surrender the property without the Government permit, he cannot obtain possession; We see nothing which can be done but a compromise between the two conflicting claims.

New Postal Arrangement.

{ POST OFFICE DEPARTMENT,
OTTAWA, Jan. 5th, 1875.

Department Order. No. 13.

Correspondence with the United States.

A postal convention for the regulation of postal charges between Canada and the United States, which has already had partial effect in regard to newspapers from the offices of publication, will go fully into operation on and from the first of February, 1875.

1st.—On and from that date the postage rates to be charged in Canada on mail matter of all kinds, except closed parcels and patterns and samples, posted in any part of the Dominion of Canada, addressed to any place in the United States, will be the same as if addressed to any place in Canada.

2nd.—These rates—namely, three cents per half ounce or fraction thereof on letters, one cent on post cards and the ordinary Canadian postage rates, as from time to time authorized, on newspapers from the office of publication, transient newspapers and printed miscellaneous matter of all kinds—must in all cases be fully prepaid, and, as a rule, by postage stamp, or they will not be forwarded.

3rd.—When so fully prepaid the ordinary Canada rates of postage, no further charge will be made on delivery, in the United States.

4th.—If any letter, newspaper or other mail matter addressed to the United States be posted in Canada unpaid or not fully prepaid, it must be immediately sent in to the dead letter office with the reason—"unpaid" or "insufficiently prepaid"—marked upon it.

5th.—The registration charge on letters addressed to the United States will continue to be five cents, which must be prepaid by postage stamps, in addition to the ordinary letter postage rate.

6th.—Letters and all other mail matter coming from the United States into Canada, will be subject to like regulations as respects the posting there and delivery here. Nothing posted in the United States for Canada will be forwarded unless fully prepaid the ordinary domestic letter postage rates of the United States; and when mail matter is so prepaid and forwarded

no further charge is to be made on delivery in this country.

7th.—These regulations do not authorize any exchange of closed parcels, nor of packages of patterns or samples, but it is understood that some provision will shortly be made for the reciprocal transmission of small packets of genuine samples and patterns of merchandise, of which due notice will be given to postmasters.

D. A. MACDONALD,
Postmaster General.

Postal Reciprocity.

The first of January part of the new reciprocal postal regulations between the Dominion and the United States went into effect. These provide that all newspapers and periodicals coming from the United States will be delivered at any post office in the Dominion without the payment of Canadian postage. The same rule will also apply to all newspapers and periodicals published in the Dominion and transmitted to the United States. Thus all persons in the United States receiving newspapers and periodicals from the Dominion will get them precisely the same as if mailed from a United States post office; and *vice versa*, only the postal rate of the country from which they issue be chargeable thereon.

Great credit is due the Dominion Government for their action in this matter.

EAST INDIA HEMP

And what we know about it.

Instead of devoting a column to the merits of this strange and wonderful plant, we remain silent, and let it speak for itself through other lips than ours, believing that those who have suffered most can better tell the story. We will here quote word for word from letters recently received, simply adding our testimony to the rest in saying that when this plant is properly prepared, we know that it **POSITIVELY CURES CONSUMPTION**, and will break up a fresh cold in twenty-four hours:

Liverpool, Beach Meadows, Queen's Co.,

Nova Scotia, August 7th, 1874.

— Please send 25¢ worth of India Hemp. I cannot tell you with pen the great good this has done me. I was as weak as a cat; could hardly stand on my legs; no appetite; constant pain in my lungs; the doctor had given me up, and I saw death before my eyes. But this medicine has raised me to the enjoyment of life and health. I can now walk two and three miles without fatigue, have a good appetite; am free from pain; sleep soundly, and am doing well. I have no fears of consumption now.

THOMAS J. GIBBART.

Thornton, Boone Co., Ind., 1st Month 20, 1877.

Florida CRADDOCK & Co.

Mr. F. Dudley Barker, who was so low with *Consumption*, and only weighed one hundred and twenty five pounds when he commenced to take your medicine, now weighs one hundred and eighty-four pounds, and says he feels as well as he ever did in his life.

Yours truly, ROBERT COX.

The following confirms the above, seven years later:
Thornton, Boone Co., Ind., Jan. 24, 1874.
I have tried so much that I have lost all confidence in Patent Medicines, and would not have sent for your remedy, only I saw in your testimonials that of Robt. Cox, in the case of Findley Barker, with whom I am personally acquainted, and know that Mr. Barker was cured of *Consumption*, and is now well and hearty. I am also acquainted with Robert Cox, and feel that Craddock's ought to do as much for me as it did for Barker. Yours in faith,
JOHN H. WETZELMAN.

Sweet Valley, Luzerne Co., Pa., April 30, 1874.

I have used your Canada India Hemp for the last ten years with astonishing success in acute and chronic *Pulmonary Affections*, and I believe it has no equal for such diseases.

DR. J. N. DAVENPORT.

Deep River, New-Hick, Iowa, Jan. 3, 1874.

I have just seen your advertisement in my paper. I know all about the Canada India Hemp. Fifteen years ago it cured my daughter of the *Whooping Cough*; she had it very bad for several years, but was perfectly cured.

JACOB TADDT.

Montezuma, Tran
My daughter (Miss Crowder) has gotten entirely well of *Consumption*. She was a case of fifteen years standing. No one else we have tested the virtues of India Hemp, and now we have no doubts as to what it will do. Yours truly, CROWDER & MEYER.

Louisville, Ballard Co., Ky.

Neither has been suffering from *Whooping Cough* for twenty years, and tried most all kinds of medicine, and says the *Canada India Hemp* is the only that gives her relief.

JANE A. ASSASSOON.

N. R.—This remedy speaks for itself. A single bottle will satisfy the most skeptical. \$2.50 per bottle, or three bottles for \$7.50. Pills and Ointment \$1.50 each. Sent at our risk. Address

CRADDOCK & Co., 1032 Race Street, Philadelphia.