

## Correspondence.

*To the Editor,*

CANADA LAW JOURNAL.

SIR,—It may be desirable to put the profession on their guard in reference to a neat swindle, of which I was the victim.

There came into my office recently, a respectable looking man who looked like a gentleman farmer. He said his name was A. B. Clarke, living near Strathroy and was on his way to visit a relative in Oil Springs and that while passing through he came in to get my opinion relative to some trouble he was having arising out of the sale of a horse. He said he had sold a horse to a man named Brent, living near Watford, for \$220, Brent to have the horse on seven days' trial, and if satisfactory then to pay the money. Brent kept the horse for ten days and then returned him by his hired man, but when the horse was returned he was lame and my man refused to accept him, so he was returned to Brent's. Brent afterwards called on him and accused him of misrepresentation and fraud, and after a heated discussion he ordered Brent off his place. Brent had the horse; and I was asked my opinion as to whether or not he could be made to pay the \$220. I asked him if Brent had made him any offer and he told me he had offered to pay \$150 and keep the horse, but that he, Clarke, was not inclined to accept it. I pointed out to him the difficulties in his way and did not give him much encouragement in suing. He suggested that I write Brent a letter to Watford threatening action and he would call the latter part of the week on his return from Oil Springs and ascertain the result. I dictated a letter while he sat there and, and he suggested that as he had to pass the Post Office he would take the letter and drop it in the office; and I accordingly gave him the letter to mail. Two or three days afterwards I received a letter post marked Watford, purporting to be written by Brent in which he went into the details of the horse transaction and gave me his side of the story. He said he was anxious to avoid litigation, that he had already offered \$150, leaving a difference of \$70, that he was willing to split this difference, and he enclosed a cheque for \$185 in full settlement which I was to accept or return. A day or so following the receipt of this letter from Brent my client came in. I told him he had better accept the cheque, to which he assented. The cheque from Brent being to my order, I endorsed it payable to the order of A. B. Clarke, and it was taken to a local bank and cashed. There is, I believe, a man named