

so forth; arguing, doubtless, that the unusual appearance of the document will be both a warning to the unwary, and a material help to jog the memory of the purchaser when brought to Court, or threatened with legal proceedings. We think this well enough as far as it goes, but we contend it does not go far enough, as it does not really grapple with one of the most characteristic evils of the book canvassers' business, viz., the risk of forgery of signature which is incurred by the alleged purchaser. Given as these orders for books often are, in lonely places in the country, by persons not fairly matched in dealing capacity with the over-persuasive book fiend, nothing would be easier than to have these contracts with their colored inks prepared for proof as is done now-a-days. These would simply be a substitution for our old friend the indelible (so called) blue or purple pencil, a form of contract which would have the function of law, and would therefore probably be all the harsher in its effect against the alleged buyer. We think what is wanted is the protection of the buyer by independent evidence outside the contract; that is the evidence of witnesses who were present at its formation and who can swear that the signature is genuine. To accomplish this we would recommend the insertion of a provision in the proposed Act which would insure the presence of witnesses. If, for instance, it were compulsory, in every contract of this kind, that it should be signed in the presence of a witness who should also sign it at the same time, perfect safety against fraud would be insured, especially if it were a condition that the witness should not be an assistant of the plaintiff or of the canvasser. The presence of a little flesh and blood like this is worth fifty conditions as to red ink or the particular size and shape of the paper on which the contract is to be made.

There is another, and perhaps more important, point to be considered, however, and that is whether contracts of this kind which involve the delivery of a book or work of art (so called) at a future date in parts should not be decreed to be void if the terms are not fulfilled to the letter, in other words that time should be of the essence of the contract, and that a breach in that respect should make the whole voidable. A buyer very often contracts that certain numbers should be delivered, and paid for, at regular intervals, and he finds after a lapse of time that a pile of volumes are delivered at one blow, and a demand made for the price, which was manifestly not the intention of the contract at the date of its making. These suggestions are apart altogether from the larger questions as to whether the practice of book-hawking ought not to be forbidden altogether. When we inquire into the merits of the bargain and seek to find what is the worth of volumes or pictures which is being proffered, we discover that it is generally grossly inadequate to the price asked. Perhaps this is an evil inevitable under a system of credit, and under the present composition of human nature. While on the one hand the public should be protected against fraud, on the other the practice of spoon-feeding adults by grandmotherly legislation may create greater evils than those it is proposed to cure. Perhaps a reasonable solution of the credit system as applied to book-canvassing would be a declaration by Act of Parliament that all contracts of the sort which were not to be completed and were not actually completed within a year should be voidable at the option of the pur-