

tion to minors, and rendered incapable of binding themselves in a contract. A person who makes a contract with them is bound, but the Indian is not bound, not even for necessities.

The words of the Statute covering these points are as follows: "No person shall take any security or otherwise obtain any liens or charge, whether by mortgage, judgment or otherwise, upon real or personal property of any Indian, or non-treaty Indian. Provided that any person selling any article to any Indian, or non-treaty Indian, may take security on such article for any part of the price thereof which is unpaid." R.S.C., chap. 81, sec. 102.

Sec. 105 says: "No presents given to Indians or non-treaty Indians, and no property purchased or acquired with or by moneys or any annuities granted to Indians, or any part thereof, shall be liable to be taken, seized or distrained for any debt, matter or cause whatsoever. All animals, farming implements, tools and other articles shall be held by them free from seizure for debt." R.S.C., chap. 81, sec. 105.

67 Alien Enemies, and Contracts.

According to International Law all commerce between nations at war is suppressed, and contracts entered into (even bills of exchange), after the declaration of war are illegal and void, unless the Crown gives a special license. Contracts made before the war commenced are suspended during its continuance, but may be enforced after peace is declared.

Aliens in Canada in times of peace may own property and contract as freely as natural-born subjects or those who have taken the oath of allegiance, but they cannot vote at any municipal or parliamentary election.

69 Parts of a Formal Contract.

A formal contract will include: 1. Date. 2. Names of all parties in full. 3. Recitals or explanations, and reasons, if any. 4. The consideration. 5. The subject-matter. 6. All the several agreements between the parties. 7. Signatures of all parties, as they usually sign their names. 8. Seals, if any are required. 9. Signature of witness, when required.

In drawing contracts be specific in naming all the terms and conditions of the agreement. State accurately the names in full, residence and occupations of the parties to the contract, and the different promises each one is to perform. If a person has several Christian names, include them all. A person who has no trade or profession is usually called a "gentleman." In giving the residence of the parties the smallest municipality must be mentioned first, as a township, or village, or town, or city, then the county, and lastly the Province.

The person agreeing to do work or to sell an article is usually called "the party of the first part," and the party paying the money "the party of the second part"; but there is really no difference which comes first.

70 Signing of Contracts.

The instrument, if to be registered, should be signed in the presence of a disinterested witness. If the instrument has already been signed, it will be sufficient for a person to *acknowledge* his signature in the presence of the witness, when words like the following may be used: "I acknowledge this to be my hand and seal," if a seal is required to be used.

In case of a corporation it is sufficient if the instrument in writing is duly sealed with the corporate seal. (B. of Ex. Act, sec. 5.)