

KNUCKLING

I have a mare ten years old that weighs 1,400 pounds and has good flesh. She has been driven a great deal on the roads the past two years, and she knuckles over on her hind ankles, or has what some call "cocked" ankles. Is there anything I can do for her?

If she stands "knuckled" all of the time an operation upon the back tendons would be the only chance of improvement, and it would have to be performed by a qualified veterinary surgeon. If she only knuckles over when driven far, and when tired, clip the hair from tendon and blister with one drachm each of powdered cantharides and biniodide of mercury in an ounce of lard and allow a month's rest.

POURING CORN IN STOOK

I have a lot of corn in the stook and no silo. What is the best way of storing it so that I shall not have to go out in the field in the winter to gather it? I have plenty of barn room, but am told it will not keep in the barn.—T. M. E., Orillia, Ont.

If one grows a large area of corn every year it will pay to build a silo. Without a silo, the best way is to saw off a preserve corn in the stook and set it up against horizontal poles near the barn or feeding stables. Near the feeding place set up two poles with a groove or crotch at the top of each in which a pole can be laid horizontally from one to the other, about five feet from the ground, the distance, of course, depending upon the height of the corn stalks. On either side of this pole, place the corn stalks slanting a little towards the centre until they are three or four feet deep on each side. Then on each side place a pole a foot or so from the top of the corn, projecting a little at each end. Tie these two ends together and pull the tops of the corn together as much as possible over the centre pole. This might be done by a good strong cord going around the top with cross cords pulled tight at different points along the row of corn. The length of one of these rows of course would depend upon the length of the poles. Several of them could be put up alongside each other and they would be found of value in preserving the corn. The ground on which a row is placed should be dry and covered with straw or chaff to prevent the stalks from freezing to the ground. If the rows are placed with the ends towards the stable door it will be easier to get the stalks for feeding.

To preserve corn stalks in the barn is difficult. It can be done with a fair degree of success by setting the stooks upright on the barn floor or on the mow, and not putting a second lot on top of the first one. Another way of doing it is to bring the corn in when thoroughly dry, unite the stooks and spread them out flat in the mow alternately with layers of straw. But we question even with the straw if any large quantity could be placed together. A few layers might be tried with safety.

BLACK JAVA POULTRY

Will you kindly give description of Black Java poultry, stating size, weight, size of eggs, also color of eggs, etc.?
—L. M., Berlin, Ont.

This enquiry is answered by W. R. Graham, Manager of the Poultry Department, O. A. C., Guelph, as follows:—

"The weights of Black Java fowls are as follows: Cock bird, 9½ lbs.; cockerel, 8 lbs.; hens, 7½ lbs.; pullets, 6½ lbs. I am not quite sure as to the size of the eggs, but would imagine from what I have seen that they would weigh about eight to the pound. Their color is about the same as Plymouth Rocks."

In every hundred pounds of clean wheat there are sixty-two pounds of fine flour, five pounds of low grade flour, twenty pounds of bran, nine pounds of shorts or middlings and one pound of loss. How many pounds do you get for 100 pounds of good wheat?

ABOUT RURAL LAW

In this column will be answered for subscribers, free of charge, questions of law. Make your questions brief and to the point. This column is in charge of a competent lawyer, who will, from time to time, publish herein notes on current legal matters of interest to farmers. Address your communications to "Legal Column," The Farming World, Toronto.

IMPLIED INDEMNITY

Q. I sold land to a man for \$2,000, and he was to assume and pay off a mortgage of \$1,400 on the property. The deed recited this. The mortgagee threatens to sue me for the amount of the mortgage. Can he do so? If he can, what remedy have I against the purchaser?
—A. E. G.

A. Yes, if he has not in any way agreed to accept the covenant of the purchaser in place of yours, or just as you stated. The purchaser is bound to indemnify you, and if you have to pay the amount you can recover it from him.

LIABILITY FOR SHARES

Q. I was formerly carrying on business alone. I and my employees formed a joint stock company, which was incorporated and registered for the purpose of taking over and carrying on my business. The company paid me \$10,000 for my good will and bought the whole of my stock. It was I who told the directors to vote me \$10,000 for my good will, as I wanted \$6,000 net of it, and, as I gave them each \$1,000 of paid up shares out of the amount voted, it was not just as I wanted \$6,000 net (presumably there were four directors) [Ed.]. I gave them these shares to make eligible as shareholders (? directors), and to interest them more in the company so as to make a success of it. They were elected directors and I president. After the first year a dividend of 7% was declared by the board, and the directors drew their dividend on the 15th of each held by them in shares. The dividend was paid by a four months' note of the company signed by me as president and by the secretary. The note was paid at maturity in cash.

After a certain time, seeing that I could not make a success of the company, I told the directors that I was going to buy all the shares of the company back, but that I did not intend paying them anything for the shares which I had given them. There were no certificates issued for these shares, but it appeared in the books of the company that a dividend had been paid to them. That entry reads as follows: Paid the directors Mr. — the sum of \$700 in payment of dividend declared by the board on January 1st 1903 on \$1,000 of paid up shares in the company." As a matter of fact I bought all the shares back except these, which I refused to pay for since the owners of them had never invested any cash in the company. They have no writing from me stating that they are the owners of \$1,000 in paid up shares, but I told them verbally that I gave them that much.

At a special meeting we have formed a new board of directors (one of the old directors was not present), and the business was transferred to me in consideration of my holding myself responsible for all debts or claims that anyone might have against the company. One of the old directors has already brought an action against me for his \$1,000. Can he force me to pay the same?—(A Montreal Subscriber.)

A. It would be impossible to answer this question without seeing the charter and by-laws of the company, the minute book, etc., and scrutinizing all the proceedings of the company. Assuming that the company was legally formed with

power to acquire your business, and agreed with you on a price which it paid by \$10,000 in shares, and that you had duly allotted to you, the transaction that far would be perfectly legal. Assuming that the directors whom we presume had power under the by-laws to allot shares were properly qualified under those by-laws to hold that position, you would then be at perfect liberty if you saw fit to transfer to one of those directors \$1,000 in shares, and that as between you and the director would be also perfectly legal, whatever would be its effect if a creditor of the company called it in question. But observe that you could not transfer these shares to the directors for the purpose of qualifying them for that position, since at least if the directors had power by the by-laws to allot shares, there would have to be duly qualified directors before the shares could have been allotted to you in the first place, and you could not transfer shares which had never been legally allotted to you, for the purpose as you say in your letter of qualifying directors.

Assuming however, that there is no such difficulty as that, and that you have legally transferred \$1,000 in shares to one of these men, and they do appear from what you say to be in the company's books as shareholders, they would then of course rank on the assets of the company as creditors to that extent, and would be entitled to sue whoever represented those assets, for that amount. If there never was any legal transfer, they might sue you for that many shares, or for the price of them or for damages, if they could show any consideration, for the offer by you. If it was a pure gift which had never been completed by transfer, *i.e.*, a promise to give that many shares which were never given they could not succeed. It is impossible however to advise you with confidence without being more fully acquainted with the facts.

Winter Fair Prize List

The official premium list of the 20th Annual Provincial Winter Fair is out and being distributed. The Fair will be held at Guelph on Dec. 7th to 11th, next. The prizes are large, the accommodation good, and a splendid show is looked for. Copies of the prize list may be had on application to A. P. Westervelt, Parliament Buildings, Toronto. Mr. Westervelt asks us to announce that Class 10, instead of "grade steer" as printed, should read "grade steer or heifer" instead of "grade steer" as printed. Prospective exhibitors in the Aberdeen-Angus section should make a note of this correction.

Winter Fair Building at Ottawa

That the Eastern Winter Fair held last year at Ottawa, is to be a fixture, is now assured. The city of Ottawa has undertaken to declare by a resolution of the fair and to have them ready for this winter's show. A fair in the Eastern portion of the province can do a lot to advance the live stock interests.

Jersey Cattle Tests

In the butter tests accepted by the American Jersey Cattle Club up to Sept. 10th, 1903, were four cows in the seven day class and two in the fourteen day class. The highest record of the former was: Butter, 18 lbs. 1 oz.; milk, 182 lbs. 4 oz. The cow was a twelve-year-old, weighing 975 lbs. She was fed 84 lbs. corn and 63 lbs. hay, 14 lbs. oilmeal, and 21 lbs. cotton seed meal—millet and prairie hay, cut corn straw and oat straw, *ad libitum*. The highest record in the fourteen day class was made by a seven-year-old cow, weight 920 lbs. She bran, 5 lbs. oatmeal and 3½ lbs. oilmeal, mixed hay—*ad lib.*, good clover and orchard grass. She gave 34 lbs. 10 oz. of butter, and 64½ lbs. of milk.