

the patient has been thoroughly disinfected, and that the sick room and its contents have been properly cleansed. If the teacher is not satisfied that all practicable disinfection has been effected in the case of any pupil, said pupil shall not be re-admitted until three weeks shall have elapsed from the beginning of convalescence.

3. No pupil shall be allowed to attend school who is affected with diphtheria or whooping-cough.

Both parents and instructors should be informed as to the measures requisite for the disinfection of the clothing,

sick chamber, etc.\* They should also be made to appreciate that a neglect of these precautions, when children are allowed to return to school after slight cases, forms a principal source of epidemic infection.

It is hardly necessary to add that, under the supervision of a qualified medical inspector, to whom all obscure or doubtful points might be referred, a much more intelligent and judicious enforcement of these rules might be expected."

\*See Manual of Public Health, edited by Ernest Hart, page 266.

## COMMERCIAL LAW.

BY W. M. SUTHERLAND, M. A.

(Read before the Wentworth Teachers' Association.)

**A** CONTRACT is an agreement by which two parties mutually promise and engage, or one of them only promises and engages to the other, to give some particular thing, or to do or abstain from doing some particular act. There must be a concurrence of intention between two parties, one of whom promises something to the other, who, on his part, accepts such promise, but it does not necessarily include a mutuality or reciprocity of contract and liability. There must be at least two parties to every contract, the person making the promise and the person to whom the promise is made. The contract may be made so as to be mutually binding when it is called bilateral, or so made that only one of the parties is bound, when it is called unilateral.

All contracts are divided into :

- 1st.—Contracts by matter of record.
- 2nd.—Contracts under seal.
- 3rd.—Contracts not under seal, or simple contracts.

Contracts by matter of record are

now so seldom used I shall pass them by, remarking briefly that they are now found only in the shape of recognizances and that oftener in matters in which the crown is interested or concerned than between subject and subject. Thus, where a person is urgently required to give evidence in a criminal case he enters into a recognizance or bond wherein he agrees to forfeit a certain sum of money to the crown in case of non-appearance.

The two great classes of contracts, then, which we shall cursorily glance at are :

- 1st, Contracts under seal, or, in other words, contracts by deed, and
- 2nd, Contracts not by deed or simple contracts.

What are we to understand by a contract by deed? It is a written contract, *sealed and delivered*, and in many cases signed also. By the common law sealing and delivery were sufficient, but by statutory enactments signing is required in many cases. The making of a deed is one of the