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TRIPLANE




THE CANADIAN BUSINESS AND LAW

# The Canadian BUSINESS and LAW OR The Careful Man's Guide 

The Bett and Mont Complete Legal and Buaines Compendium for the Canadian Layman, to which is added

Facts, Figurea, Tables, Weighta, Measures, Statistics, Short Cuta in Figures, etc.


By
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Ausisted by Other Prominent Attorneys

## 1918 Edition



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## PREFACE

This volume is intended as a safe and trustworthy guide to the proper transaction of all kinds of husiness.

It supplies the neccssary legal and business information together with the approved forms for the successful conducting of practical business of every description.
The matter it contains is up to date and carefully written hy competent men experienced in the particular hranches of which they treat.

We are indebted to the Canadian Almanac also for valuable matter on the following subjects: The King and Royal Family; The King's Civil List; The British Census; The British Navy; Sterling Exchange Tables; The Dominion of Cauada; The Census of Canada; Patents in Canada; Holidays in Canada; Parliament since '67; Postal Information; Bank Statistics; The Succession Duties Act; and the Law of Intestate Estates.

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The innumerahle points of practical law and valuable business helps and hints it contains are not scattered haphazardly through the work, but are all arranged systematically, under appropriate headings, with index commencement words printed in holdfaced type, so that the eye of the reader catches the particular information wanted immediately.

Besides its legal and practical information, the work contains: 1. Letter-writing, with helpful forms and illustrative examples of sncial, kusiness, and official correspoudence. 2. Exhaustive explanations of the various swindling schemes

## PREFACE:

of the day, thoroughly exposing the dangerous confidence games and frauds hy which honest farmers, bankers, merchants, and business men generally are daily defrauded out of their hard-earned money. 3. The latest census tahles, interest, limitation, and exemption laws, contracts, leases, and a large amount of statistical information that cannot be found $i_{1}$ any other publication. 4. Tables for rapid computation and ready information, constructed so simply that they can be easily understood and practically used hy every one having the slightest knowledge of figures. 5. A miscellaneous collection of useful information pertaining to all the husimess and social relations of life.
It makes no pretensions to full and exhaustive treatment of the subject matter comprised under the different heads, for to do this would require under each head a library and for each $P$ vince a separate treatise; hut like first aid to the injured on the hattle field it is intended to anticipate and supplement the work of the skilled specialist, by giving such information as may, avoid many errors into which in the course of husiness undertakings a man is likely to fall.

As the statute law may be and often is different in the provinces and territories, pains have heen taken to go over this work with care and point out such differences as may exist in the differert localities by careful statement of the law under each jurisá:ction, or by such words of caution as will indicate that the law varies in some sections from the statement of tae text.
It is believed that this book will he found of great practical assistance in the conduct of the affairs of those who use and study it.

May 1, 1914.
The Authors.

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## PART I

Division of Law, Enforcement, Education, Advice, Business Maxims, etc.


## DIVISION OF THE LAW

## DIVISION OF THC LAW

Blackstone's Commentaries on the Laws of England were publlshed ahout 150 years ago. He divlded the law into two general divisions, namely, "rights" and "wronge." He then subdivided each of these into two divisions, hence his four volumes of commentarles discuss the laws under the followlng titles, viz., (1) The Laws relating to the Rights of Peraons; (2) The Laws relating to the Righte of Things; (3) Public Wrongs; (4) Private Wrongs. He defines law as "a rule of civll conduct prescribed by the Supreme power is wrong." commanding what ls right and prohibiting what

Hie division of the subject and his definitlon of law have been criticlsed by eome modern authore, and to some extent justly so. It has been charged that he poesessed but a vague conception of the philosophy or science of law. For example, his expression "rights of thlngs," when ueed ae a divielon of the general law, is botb unscientific and lnappropriate. It may be sald "thinga " have no legal rights. Individuals or corporations have rights to things, and over things, but things themselven (such ae lnanimate property) cannot properly be sald to have legal rights. Yet the completenees of his treatise, its serviceahle order and arrangement, and his lucld power of exposition and explanation demand emphatic recognition as an enduring monument to patient labor and research. The eystems and the science of law form the subject-matter of " Jurisprudence." The human race is parcelled out into a number of dietinct groups, societies or nations, differing greatiy in number, in locality, and In'their physical, social, and moral characteristice. Each society or nation has its own system of jurisprudence, yet there are many things common to all legal systeme. Such expressions as right, duty, property, justice and crime are common to all. Tbe sclence of law includes an examination and classification of laws in general. As regards their nature and purpose, laws may be claesificd into "civil" and "criminal." The jrincipal distinction between a law relating to some civil matter, euch as a "contract," and a law

## DIVISION OF THE LAW

deciaring some act to be a crims, such as "forsery," is that the breach of a contract resuits in an action for damages, and the violation of a criminal law results in a penalty or punlehmsnt. Hoth come ubstantially under Blacketone's definition, "A rule of conduct prescribed by competent authorlty," etc.
In all countries where English law prevails, or in the Coundation of the legal syetem, there are several sources from which lawe and rules are derived, the fundamental source belng what le called "The Engilsh common law." It is the unwritten or uncodified law, and ha: been varied and added to, and its principles and remedies have been expounded, amended, and extended, hy statnte lawa, by cuatom, and by jndicial decisions. The common isw is the substratum or groundwork of the legal system existing in England, in nearly ail of the United States of America, and In all of the colonles of the British Empire, with a few exceptions. The Province of Quehec in Canadn, and the Stats of Loulslana In the Unlted Statee, have the French law, that is, the modifled Roman law, as their bays; and the Spanioh law to some extent has operation $\ln$ Texas, Califorma, New li" ico and Arizona. But the English eystem of procedure, hoth In clvil and criminnl matters, prevails in all of the States and throughout the Dominion of Canada. The English crimInal law, the law reiating to negotiahle inetruments (with a few unimportant modifications) company law, partnership iaw, and insurance law, are practically the same in every State of the United States, and also throughout the whole of Canada, and in the other colonies of the British Empire. Each of the Suates composing the United States, and each of the Provinces composing the Dominion of Canada, has its own Legislature with certain limited powers for the enactment, and lts own officials for the enforcement, of laws. The Federal Congress of the United States, and the Dominion Parifament in Canada, have certain defined powere for the enactment of "Federal Legislation." Generally speakling, the Parilament of Great Britain is omnipotent in the Unlted Kingdom and throughout the Empire. All thie legislative machinery has been enacting laws which have added to or modified in some respects the fundamental common law.

## DIVIBION OF THE LAW

There are nome Imperial Acts applicahle to Canada. There Is also a masis of Federal legisiation applicahle to the whole Dominion, and each of the Provinces, both hefore and since Confederation, has enacted many statutes relating to those suhjects specially assigned to the Provinces.
Our Statute law may therefore he sald to he divided into Imperlal Statutes, Dominion Statuten, and Provincial Statutee.

The Civll or Non-Criminal Department may he divided Into four principal divlefons, viz.-
(1) The Law of Property, Real and Personal.
(2) Commercial Law, such ae contracts, hills, notes, cheques and other negotiahle instruments,
(3) Municipal Law, which includes all the suhordinate, fegislative, and adnuinistrative hy-laws, rules, and regulatione enacted hy municlpal councils and adminietrative hodies, within the scope of their authority.
(4) The Law of Torte or Wrongs, and Righte of Action, for damages, for accidents and injuries, occasioned hy negligence.
The Criminal Lat may he divided into three hranches:
(1) The Federal Criminal Law, contained in the Criminal Code enacted hy the Parliament of Canada.
(2) Provinclal laws for the enforcement of Federal and Provincial Statutes, hy penalties and punishments.
(3) Fines and punishmente enacted hy municipal counclls for hreaches of municipal hy-lawe.
Lawe are also sometimee divided into the "Common Law" and the "Statute Law." The lawe in all the Provincee of Canada, as already mentioned, with the exceptlon of Quehec, are founded upon the English Common Law, and the Englleh Statute Law ae it existed when legislative power was conferred upon each colony or Province.
"Constitntlonal Law" forms a eeparate department. It deale with euch questions as the constitutionality $n:$ Dominion statutes and Provincial legielation.
An enactment which is heyond the power of a Provincial Legislature is eald to he "ultra-vires." An act of the Dominlon Parliament encroaching on the field exclusively aeefgned to the Provincial Legielatures is also said to be "ultra-vires."

## TIE ENFORCESENT OF THE LAW

This oxpression is equivalent to "unconstitutional" legisiation in the United States.

Constitutional quention arine in actions, or aro suhmitted to the courtn, and are Analiy determined by a decinion of the Supreme Court of Canada, or of the Judicial Committee of the Imperial Privy Council.

## THE ENFORCEMENT OF LAWS

Criminal proceedings are instituted hy an "information" sworn to and delivered to e juntice of the peace or a police magistrate, or hy an "Indictment" presented to a grand jury, upon which a summons is insued commanding the defendant to eppear and answer to the charge, or a warrant in fesued for the arrest of the defendant.
Criminal Laws are enforced hy forfeltures, Anes, penaitien, and punishmente of various kinds. Every court, every judge acting in his judicial capacity, and every magistrate and justice of the peace on the bench acting officialiy, ham hack of him, and is supported hy, the wbole force of the British Empire. The offlcers appointed to execute and enforce the judgments and orders of the courts, such as shoriffs, constehles, and police officeri, are empowered to make such arrests, deerches, examinations, detentions, and attachments, as may he deemed necessery for the execution and accompifohment of the orders and directione given to them. of course there are lockups, reformetories, prisons and penttentiaries, where those who are accused of crime may he detained, and, if convicted, may he compelied to undergo the detentione, imprisonments and punishments directed hy the judgment or conviction.

Cirll proceedings may be commenced hy "writ of summons," by "pettion " to a court, or by "notice" of a motion to he made in court. In civil suits the final judgment of the court may (1) direct the payment of money as the "deht" due under a cont ect or as "damages" for the hreach of a contract, or as demages for injuries arising from come negligent or wrongful act of omission or commission on the pert of the defendant; or (2) It may direct the "specific perform-

## T1IE ENPORCEMENT OF THE LAWS

ance" of the contract, in those cases where the cialm nf the pialntif cannot be adequately antimsed by a judsment fin damagen; or (8) there may be a judgment fir an "injunction" rentraining the defendant from the comminainn or cantinuance nf some wrongful act; or (4) there may be a "mandatory injunction" or order commanding the defandant to "abate" some nuisance, such as a nozious or offensive nalse or ampli, an lifegaliy erected buliding, or the remnving nf a pool nf mtagnant water. There are manke nuisances, nolme nulances, and fith nuisances, and nuisances arising from offenive pumen. The cnurt may nrder the defendant to abate the nuisance and tn pay such damages as may be cnnaidered a antimfactinn for the injury caused by the nulsance. The court may ainn nrder a defendant th execute a deed of conveyance or to dn any nther act which the adminfistration of justice requires should be performed by the defendant. In all such matters there must frat be a final Judgment nf some competent cnurt, and an nrder from the court th the proper ofleer commanding him to enforce the judsment.

## MUNICIPAF. LAW.

## MUNICIPAL L.IW

The Enalith munielpal ayatem and the Canadian syatem Ire in may respecti widely difsrent. Corporate bodien Were from tine to time, by charter and otherwine, constituted in ceveral of the citfer, towns and boroughe in Engiand for the purpoce of municipal goverament. Hut cach $c$ : thene manicipaiftios had a meparate charter, and thajr poweis were not unfform Fhech of the Provinces of the Dominion posmensen its own "muntcipal syatem." The word "muntelpality" means any locality the iohahitents of which are incorporated. Municipal law te practicaliy the ame throushout the whole of Canada. The muoicipal aystam of the Provincu of Ontario is 60 aimiar to the others that a faw remarks upon tis proviaions will be aumetent. The word "local. municipality meens a city, town, viliage or townohip. An "urban" municipaifty meaos a city, town or viflage. "Unorcanized " territory means that part of the province wlthous county Jrganization.
The statute says, "The inhahitante" of every county, city. town, viliage and township shail be a hody corporate for the purposes of this Act; aod the powere of a municipal corporation shall be exercieed hy the "couocil" thereof. The $10 ;$ "dintrict " meaos part of a towoship. Aoy district may be erected into a "viliage" by the council of the county in which it is eltuated; and land may thsreaftsr be addsd ao the area of such viliege. There is a governing authority in Ontario constitutsd for assisting in the government and administration of munlcipallifes, calied the "Municipal
Board.

The Muntcipal Board may upon the apriscation of 75 male tohahtents of a locality incorporate as a "town" corporation the inhabitants of a locality having a popuiation of at least 500 . The Municipal Board may aiso erect a towo having a popuiation of oot Isss then 15,000 ioto a "city," aod may srsct any " viliage " having a population of not isss than 2.000 foto a " towo."

County counclis are compossd of reeves and deputy reeves of the towns, not heing seperated, and of the villages and

## MUNICIIAL LaW.

Cowamipa in the county. In citios threo aldermen are elected for anch ward. Vacanciey in counclis are unusliy flied hy new election. Where a vacancy occurn, tho council deolarea tho soat vacant and fxem a time when some person munt be elected to fill the vacancy. The municipal council, being the covornin: body, munt appoint ouch offcers as may he neconcary to carry on the husinens. Tho head of a councli is the mayor of the city or town, or the reeve of tho viliare or townihip. Every council is roquired to appoint a "cierk." Whowo duty it is to record in the minute book all the remolutions, declmions and other proceedings of tho council, etc.: sleo a "treasurer," to take charge of the moneys and securi. tiew and other valuahle property of the corporation. The councll must also appoint "asecayus $\boldsymbol{F}^{\prime \prime}$ " and "collectors of taxer's and andifors of accounts.
The act: of councils are expressed in tho form of hy-lawn or resolutions. The word hy-law, or "hye-law," means a low applicahio to the inhahitante of a particniar locaity of Aistrict, as dintinguished from a general law of the province By-law have the ame force within the fimite of the mundcipality 0 at Act of Parilament has over the peopie at largo Another mode of expressing the will of the councli is hy "resolution." But it is erroneous to suppose that a "resolution " is of tho same validity as a hy-law. The general ruie known to the common law is that 4 corporation can only act through ite seal. But municlpal corporations are anthorixed to act hy " hy-law." A "resolution " may exprese the opinion or intention of the councll, hut it le not a formal act of the council. The things which a council may lawfuily do hy reeolution are few and unimportant. A hy-law should not he dispensed with except in a very clear caee. A councii cannot do in an informal or indirect way what it is nor authorized to do directly in a formal manner. All the Municipal Acts contain a clanse which says in effect that the jurisInhahitants, as may bo deemed expedient, provided they are diction of every conncil shall he exercisod hy hy-laws, and that every council may pase such hy-laws and make euch regulatione for the welfare, safety, health and morality of the not contrary to law. Councils may also make hy-laws and reeofutione for governing the proceedings of the councll and

## MUNICIPAL LAW.

the conduct of its memhers, etc. Though hy-lawe may he passed for meny divergent purposes, yet there is a distinction hetween "money hy-laws" and other by-iaws. A "money hy-law " means a hy-law for contractling a deht or ohifgation, or for horrowing money. A "a money hy-law" should state the amount of the deht intended to he created, the ohject for which it is to he created, the amount of the whole rateahle property of the municipality, and the amount of the totai deht of the corporation, etc. In most cases "money hy-iaws" require the assent of the electors. That is, the council prepares the proposed hy-law and appoints a day upon which all the electors ehall vote upon it. In some cases a majority vote is sufficient. In other cases, such as "honus hy-iaws" In aid of manufactures or rallwaye, the assent of a proportlon of the electors exceeding a majority is usually required. There are provisions in most of the Munlcipal Acts, providing for the approval of certaln classes of money hy-laws hy some Board of authority created hy the Municipal Government to save the expence and delay occasioned hy taking a vote of ratepayers.

## PURLIC MEETINGS

## FOBENC LEETINGS

How to Call a Meeting.-When a number of persons desire to eall a public meeting for the purpose of taking action of any kind, it is usual to proceed by means of personal requests, written notes, printed circulars, or advertisement in a newspaper. The call may have one or more names to it, or it may be a simple notice witbout signatures.

Organizing a Meeting.-When tbe persons to constitute the meeting have assembled at the appointed place, it becomes necessary that some one take the lead in order to procced to husiness. Such person should rise and say :
"The bour having arrived for husiness, I nominate Mr. Jones as chairman of this meeting."

Some friend of Mr. Jones then saye:
"I second the nomination."
No other name being mentioned, the person who opened the meeting may assume that those present are in favor of Mr. Jones' nomination, and will say:
"It is moved and seconded that Mr. Jones be chairman of this meeting. All in favor of Mr. Jones will say 'Aye.' All opposed will say 'No.''
There heing no negative response the proposer will say:
"The motion is carried. Mr. Jones will please take the chair."

Mr. Jones may tben, without ceremony, proceed to the scat reserved for the chairman, and, if so disposed, will make a hrief address of thanks for the honor or compliment paid to him; after which be will rap on the table or desk before him, and say:
"What is the pleasnre of the meeting?"
Some one will rise and say:
"I nominate Mr. James Wilson as secretary."
Tben another says:
"I second tbe nomination."
The cbairman then says:
'It is moved and seconded that Mr. James Wilson be secretary of the meeting."

## PUBLIC MEFTINGS

Chairman: "You have heard the motion; are yon ready for the question "" Voiee: "Question."
Chairman: "All in favor of Mr. Wilson for secretary of this meeting will say 'Aye.',"
Response hy the meeting: "Aye."
Chairman: "All opposed will say 'No.'"
Chairman: "The motion seems to be carried. It is carried. Mr. Wilson will please take his place ns secretary The meeting is ready to transact the buposed to bo fully organized, and it whs assembled by a writss for which it is convened. If
man will begin procecdings or printed "call" the ehair-
"The meeting is nowns hy announcing:
will read the 'eall.' "' open for husincss. The secretary
If the "call" expressed the object of the meeting, the reading of it by the secretary will, of course, be all that simply indieut thow what is proposed to be done. If it and explain the purpose place, the chairman will then rise of it himself, will call upon assembling; or, if not informed who issued the "call", interested, may then rise any other person present wbo is
"Mr. Chairmanl"
If the chairman knows the person addressing him, he will recognize him, "Mr. So-and-So," or he may say, "the gentledoes not know right," or "left" as the case may be. If he and the meeting should it be advisable that tbe secretary will politely ask for the know who is spenking, the chairman given, the chairman will speaker's name. When a nnme is recognized as entitled to theport it, and the person is then a motion. It now becomes neor, and may proceed to make Tbercfore, if the person recoessizy to observe strict order. cceds to speak without prefacinged by the chairman proor by offering a resolution, it mas remarks by motion ent for the chairman to sav: may be proper and expedi-
"There is no motion befor man a motion to makeq" the meeting. Has the gentleThe person occupying the floor, may then say:
"I propose," or "I intend to make a motion (or offer a

## PDBLIC MEETINGS

resolution), but I wish to say a few words in explanation." The elairman will then say:
"The gentleman will have nn opportunity to speak after stating his motion. The question must be laid before the meeting before debate can be allowed upon it."
This is the strict course to take, and will generally be found best in a meeting for the transaction of husiness. If, however, the meeting be called for political or other diseussion of some known matter, which has been stated in the "call," or been previonsly made known to the meeting, it may be advisable to hear brief remarks by one or more persons before any resolution is offered.

Resolutions and Motions.-Resolutions may be presented in oral or written forms; but it is usual for a mover, having prepared them beforchand, to read them to the meeting, after he has obtained the floor. The following may serve as an example of a resolution calculated to occasion debate:
'Resolved.-That a cominittee of five be appointel by the chair, to confer with similar committees appointed hy other bodies, in order to carry out the objects of this neeting.'

The mover of the resolution having stated it, and it being seconded by some person, the presiding officer will cause it to be read to the meeting by the secretary. According to strict parliamentary law, no person is entitled to clain the floor, or rise to do so, until the resolution shall be stated to the meeting by the chairman. It is the practice, by courtesy, however, to allow the mover of a resolution to keep the floor until the question has been stated, and then to procced with his remarks, in advocaey or explanation.
Simple Motions may be made verbally; as "I move, Mr. Chairman, that when we adjonrn, we adjourn to meet tomorrow at 10 o'clock, A. M.;" or, "I move a recess of twenty minutes;'" or, "I move that we adopt the rules of the assembly to govern proceedings of this meeting," etc. When offered, seconded and debated, it is said to be in tho possession of the meeting, and cannot under parliamentary laws be withdrawn witbont consent of the meeting; but it is usually allowable for the mover to recall, or modify it, witb consent of the seconder. After aulendment, however, this cannot be permitted; and the resolution ean be controlled only by a vote of the meeting.
If, while a resolution is muder debate in n society mect-

## PUBLIC MEETINGS.

ing, a motion to adjourn the meeting is made and carried, the resolution under debate falls out, and can only he brought up again in the order of unflished husiness at a subsequent meeting.

## FORMS OF resolutions <br> Retirement of an Offlcer

Whrneas, Our esteemed friend and fellow citizen is, on account of bodily Infirmities, compelled to resign as president of our organization; and Wherpag, He has for many years filled the office from which he now etires, with great acceptability and universal satisfaction. therefore, Ing lators in beht we hereby express to him our aince-e thanks for his untirhim of our earnest wish thrganization and of the public interest, and assure serene old ape. sented to him as a mark of our ese resolutlons, properly engrossed, be pro-

## Resolution of Thanks

Resolved, That an expression of our appreciatlon be hereby given to our esteemed chairman, who has presided over theciation be hereby given to our impartiality, dignity and marked abiiity, as well arations of this body with the faithful performance of duties. We recommend
five appointed by the chair.

## Resolution of Sympathy

Whereas. It has pleased the Aimighty to remove from our midst, by death, our esteemed friend and co-laborer, K. C. Chapman, who has for many stances a character untarnished aur midst, maintaining under all circum-

Therefore, Resolved, That in the a reputation above reproach. the loss of a friend whoee fellowship it was of Mr. Chapman we have sustained that we bear willing teatimony to it was an honor and a pieasure to enfoy: probity and stainleas life; that we offer many virtues, to his unquestioned friends, over whom sorrow has hung to his bereaved family and mourning dojence, and pray that Infinite Goog her sable mantle, our heartfit conburdened hearts and inspire the Goodness may bring speedy reiief to their and Falth in God give evpn in the Shadow of the that Hope in futurity

Resolved, That a copy of Shadow of the Tomb.
presented to the famiiy of our deceased friend
Commillee:

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"Commerce la King," remarked Thomaa Cariyie, and if the aphorism waa true in hia day, how much more truthfui and pertinent is it at the present time! To it Engiand owes her wealth, power, dominion and influence, and hy meana of it Canada hida fair to outstrip ali history in the achievement of commercial succesa and importance.

The close and steadfaat presalng of our materiai interesta during the past $t$ wenty yeara; the wonderful inventive geniua of our people, so richly productive in iahor and timesaving devices and processes of manufacture, and their aggressive, inquisitive and enterprising spirit have comhined to place this nation in the front ranks, if not in the iead, of the great civilized powera of the world. The rallway expansion of the Dominion is only a visihie and symholical representation of its growth in commerce, manufacture, art, education and generai progress. With our varied climates extending now from the States to the frozen north, our vaat aeahoard, expansive inkea, hroad, roliing rivers, exhauatiesa mineral and agricuitural weaith, no argument is necessary to estahfiah heyond peradventure the manifest destiny of the Dominion.

BUSINESS
BUSINESS

Business, in every age of the world, has been the ohief ploneer in the maroh of man's civilization. Blessings everywhere follow its advancling footsteps. It travels over no bioodstained fields to secure lts nohle ende, hut everywhere hrings man into irlendly and harmonious Intercourse. It removes locai prejudices, breaks down personal antipathies, and hinds the whoie fsmily of man together by strong tis of association and of mutual and dependent interests. it brings men together, and towns and cities are built; It makes msn venture upon the seas In ships, and traverse continents on lron pathways, and wherever we go, whether abroad or at home, it is business that controls the great Intereste of the world. and makes the affairs of men mlgitty.
suocess
It is a matter of time and work; I ehail get it yet. Ali I need to do is to keep on trying.

One cannot do successfully what he doee -Marconi. stand. He may have competent employés or perfectly underto do his husiuess, but they may do his worrusted attorneys seek their own ease or profit at his expense a imperfeotly, or ahle to detect thair malprautices, must suffer and he, not being fail. Or he may attempt to manage everfer the loss or perhaps fatai errors, as he will be almost sure to ding himself, commlt a still greater loss. "First understando, and thereby sustain husiness, and then go ahead."
A wealthy farmer said, whe
"Bir, I understand my busines asked how he made his money, is the sum and substance of ail and attend to it." In that reply
One of the first students of true success.
nineteenth century said th of publio economy in Franoe in the and successful enterprise, and the difference between a iiberal unpromising, lay between the that was tyrannical and master:
"Go to work," and "Come to work."
He said that in farming, at any rate, "Go to work" meant ultimate failure, and "Come to work," with ordinary luok, led securely to fortune.

## GET INTO THE RLGHT PLACE

## EDUOATIOR

There is no elemsnt whioh wiil enter into our future success more vitaliy, have greater influence and bearing on our nationai prosperity, or prove a more ohvious safeguard against evils which may naturaiiy arise from a continued flush of success, than perfeot and judioious popular education. The more carefuliy you prepare husiness men-with whom, in a great measure, tive future of the country rests-for the oocupations they are to pursus, the more you enlarge their views, moderate their desires, rectify their aims and insure their success.
Stay at sohooi another yuar or two, and don't be ashamed of what ought to be your glory, that you want to learn more. Step from the distriot sohooi to the high sohool, from the high sohool to the coiiege, if you can. Get a husiness education by all means-you will never learn too muoh. If you desire to become a mechanio instead of an engineer or a farmer, an education wiii not unfl you to become either. It will always be capitai bearing a large income of interest.
"When home and lands are gone and spent, Then learning is most excellent."

## GET INTO THE RIGET PLAOE

How many poor physioians who would have made masterly mechanics; how many wretched merohants, who would have made nobie, athletio farmers; how many pettifogging parchmentminded lawyers, who might have done the community some service as cohblers. No wonder the old philosopher said, "God has made in this world two kinds of holes: round holes and three-cornered holes; and also two kinds of people: round people and three-cornered people, but almost ail the round peopie are in the three-oornered holes and the three-cornered peopie in the round holes." Hence the uneasiness and unhappiness of society and the failure of so many enterprises. Get into the right place, stay there and master your situation, and success is yours. There never was a business in which ail faiied. There is always room at the top.

## WHAT TO DO

Young men, you are the architects of ynur own fortunes Rely upon your own strength of body and soul. Take for your star, self-reliance. Don't take too much advice-keep at your

## INDUSTRY AND INTEGRITY.

helm and steer your own sblp, and remember thnt the great art of commanding is to take a falr share of the work Think well of yourseif. Strike out. Assume your own position. Put potatocs in a cart over a rougb road, and tbe mall ones go to the bottom. Rise above the envious and jealous. Fire nbove the mark you Intend to hit. Energy, Invincible determinntion, with a right motlve, are the levers tbat move the world. Be $\ln$ earnest. Be self-reliant. Be generous. Be clvil. Read the papers. Advertlse your buslhess. Mnke money, and do good witb it. Love your God and fellowmen. Love trutb and virtue. Love your country and obey lts laws.
"A consplcuous evil in the present-day life of Nortb America is hurry. Young men, In haste to acbleve success, force themselves. The able ones rise with a rapldity wblch, I thlnk, is the reverse of benefictal in the long run. A reaction, an aftermath, ls apt to come. Their mental and physleal elastlelty ls apt to prematurely disappear, with tbe result that they wlll too soon find themselves past tbe summit of thelr careers and travelling the decllvity on the other slde. The great cltles on tbls continent, and particularly those of the Unlted States, have a voraclous appetlte for the vitallty of youth. They develop a man. yes, but they also exhaust hlm."-Dr. James Loudon.

The man who dares to think for himself and act Independently does a service to his race.

## INDOSTRE AND MTTEGRITY

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## moral courige

the power of his goo right arm, nnd the potent influsnee of his pure prinoiples, firtaiy and perpetually nuintained. When porerty, and what the world onlls disgrace stared him in the face, he shuddered: nt, hut pressed onward. Wealth! what cares he for that, as lon a as his heart is pure nnd hls walk uprighty $\mathrm{He}_{\mathrm{H}}$ knows, and his country knows, nnd his country tells, that the little finger of an honest and upright young man is worth more than the whole body of an effeininate and dishonest rich man. These are the men who make the country-wio hring to it whatever of ircn sinew and unfailing spirit it possesses or desires.
"Instead of saying that man is the oreature of circumstances, it wouid be nearer the mark to say that man is the arohitect of oircumstances. It ls oharacter whioh huilds an existence out of circumstances. From the same mnterials one man huilds palaces, another hovels; one warehouses, another villas. Bricks and mortar are hrioks and mortar until the arohiteot can make them something else. Thus it is that in the same family, in the saine oircumstances, one man rears a stately ediflce, while hls hrother, vaciilating and incompetent, lives forever amid ruins. The hlock of granite, which was an obstacle on the pathway of the weak, becomes a atepping-stone on the pathway of the strong."

## MORAL OOURAGE

Have the courare to disoharge a deht while you have the money in your pocket.
Have the courage to do without that whioh you do not need, however much you may admire it.

Have the courage to speak your mind when you should do so, and hold your tongue when it is better you should be siient.

Have the courage to speak to a poor friend in a threadbare coat, even in the street and when a rioh one is nigh. The effort Is less than many take it to be, and the act ls worthy of a king. Have the courage to set down every penny you spend, and add it up weekly.

Have the courage to admit that you have been in the wrong, and you wiii remove the fact from the mind of others, putting a desirahle impression in the place of an unfavorahie one.
Have the courage to face a difficulty. Difficulties, like thieves, often disappear at a glance.
Have the courage to teli a man why you will not lend him

## FRINKIJN'S M.IXIME

Joir money; fie wili reapect you more than if you teil him you can't.

Have the conrage to cut the mont agreeabie acquaintanoe you possess, wben he ounvinces you he lucks principle. "A friend shouid bear with a frlend's infirmities"-not his vices.

Have the courage to wear your old garments till you can afford to pay for new ones.

Have the courgge t. pass the bottie without filling your glase, and to laugh at thoee who urge you to the contrary.


PROF. GOLDWIN SMITH
Have the courage to review your own conduct; to condemn it where you detect faults; to amend it to the best of your ability; to make good resoives lor your future guldance, and to keep them.

## FRANIKLIN'S MAXIMS

1. Temperance. - Eat not to dullness; drink not to elevation.
2. Silence.-Speak not but what may benefit others or yourself; avoid trifling conversation.
3. Order.-Let all things have their places; let each part of your business have its time
4. Resolution.-Resolve to perform what you ought; perform without fail what you resolve
5. Frugality. - Make no expense but to do good to others or yourself ; that is, waste nothing.

## HABITS OF A buBinegs man

6. Indutry, -Lowe no time; be slwaye empioyed at something useful; out off all unneoemary sotions.
7. Sincerity.-Use no hurtful deceit; think innocently and justiy; and if you speak, apeak scoordingly.
8. Justice. - Wrong none by doing injuries, or omitting the benefits that are your duty.
9. Moderation.-A void extremes; forbear resenting injuriee as much as you think they deserve.
10. Cleanimess -Toierate no unoleanliness in body, olothes, or habitation.
11. Trancuillity.-Be not disturbed at trifles, or at accidents, common or unavoidabie.

## HNBLYS OF A BURMNESS MAN

A sacred regard to the principies of justice ought to form the basis of every commerolal transaction. and regulate the conduot of the upright suan of husiness
He is strict in keeping his engagements.
He does nothing careiessly or in a hurry.
He employs no person to do for him what he can do for himell.

He keeps everything in its proper place, and does everything at its proper time.

He leaves nothing undone that ought to be done, and which oircumstances permit him to do.

He keeps his deaigns and busineas from the knowledge of others.

He is prompt, deoisive, civil, and ohliging to his customers.
He does not overtrade his capital.
He prefers cash to credit, hut, if credit is necessary, as short a time as posaihie.
He profers small profits and certain returns to large profits and uncertain settlements.
He is clear and explicit in making a bargain.
He lesves nothing of consequence to memory which he can commit to writing.

He will not be above his husiness.
He keeps copies of all important lettere written by him, and carefully preserves all which he receives.

He is methodical in his hahits and arrangements.
He is always at the head of his husineas.

He holils It an an axlom, tint he whome credit ly choulterl should not be trusterl,

He coustantly examinen hin bookn, anul mees that they are properly kept.

He maker a balance of the truestafe of hin affalrant regular Intervals.
Lle avolds law rults and accommodation bilis.
He is evonomleal In hif expmiliture, and llves within lif Incorna.

He ls cautious in becombing mecurity for any person.
He In generous, but not until ha his leeen just.
Let a man of buminews conforiustrletly to these liahlta; when once formed they are eusily retalued, aul success will reault from thele practice.

Let hin take pleasure In his busines, and It will berome a reoreatlon to lifu.

Let hlin hopu for the bent. be prepared for the werst, and bear resolutely wimtever lupluens


SIR TYOMAE LIPTON
DINIGRNOE DN BUsEMES
Cultivate a spirit of diligence, both in your temporal and spiritual employ. Strictly adhere to your business; religion

## CABREULNESS IN MONRY M.ITtERS

commands this. There may be dilltentien in your ealling, and wo there are in every situatim; but lot not this relax your exertions, lent yon give oreasion for the eneny to spenk ill of sou. hollomos has led to a thomanad evil consertuences; while, in itself', it is a most mumply state of mind to labor amder. It in gind to be emploved. Action is really the life, buminess, nud rext of the sonl. "lllleness," ns South ways, "offers up the soul ns a blank to the Devil, for him to write what he will upon it."

## CAREFULNESS IN MONEY MATTERS.

Punctinality in money matterx is one of the greatest somrees of comfort and prosperity to the man in bisiness; indecd, to every man, Pumetuality in payment may he said to domble our memns. The man of disorilerly habits, with ma proper nerount of income and expenditure, and no just estimate of the relative proportion of his means and obligations, is perpetually exposed to the amoyance and vexation of having demands made upon him, not so much beyond his means as disproportioned to the chanee provisions of the moment.

A sersihle employe will make his employer's interests his own; and to thint end he will endeavor to aequire a thorough knowledge of the details of the husiness, and do all in his power to honorahly advance the interests of the house; for hy so doing he will make himself in a great mensure indispensable to his employer, which, of course, will undouhtedly have a heneflcent effeet on his own welfare.
Time is money; therefore devote every moment of it to the attainment of some definite ohject; and this must he done, if at all, in a methodieal manner. If there is any information in this or any other book which you wish to acquire, do not simply read, hut study it. Vigor of hody hegets vigor of mind; therefore take care of your hody and keep good hours, and rememher that one hour's sleep hefore midnight is better than two afterwnrds.

## THE TOUCHSTONE OF EXCHLLENCE

Industry is the truc touchstone of excellence, and the man who strives succeeds. What are called genius and talent are worth much in the struggle for suceess, hut they are only measures of capacity. They are not power, hut merely guides
in its application. Would you he great seholars or suecessful merchsnts, strive and yon will succeed. Strive in season and out of season, early and late, night and morning, and success will colue. It may he tardy, it may liager, reluctant to approneh, hut it will come.
Do Not Worry if success does not come all at once. The world grows men as it cloes forest trees--by minute additions. Entertain no them grow but only that they have grown. vitality aud push and of defeat. Mental anxiety takes away self-poised man has leaves lassitude and languor. But the he never wohbles or stagence in himself to dare and do; right ahead as in a straight from side to side, but pushes in view. They who helieve in course, keeping his destiny ever of their own force of cbaracter the wire of infinite power and of hrain and of body, touen he impossible to those who lack the accomplish what would on self-consecration and knows the vital euleryy whieli waits of this vital energy wasted in not worry. There is enough all the affiairs of the world marshal your forces, put thentertain no thought of defeat, vincihle officers "I can"' and 'I charge of those two infear hut you will win a glorious vi will" and you need not ard on the sun-kissed heights of sury and plant your stnmi-

## MAXIMS FROM SHAKESPEARE

-Hamlet I is
The friends thou hast, aad their adoption tried, grapple with entertainment of eaeh new-hatehed, unfledged comrade.

Beware of entrance to a quariel; but heing in, hear it, that the opposer may heware of thee.-Idem.

Costly thy habit as thy purse can buy, but not expressed in faney; rich, not gaudy; for the apparel oft proclaims the man.-Idem.

Neither a horrower, nor a lender be; for loan oft loses both itself and friend; borrowing dulls the edge of husbandry. -Idem.

To thine own self he true; and it must follow, as night the day, thou canst not then be false to any man.-Idem.

## PRRSEVERANOE

## A HARD WORD.

Perseversncel Can you spell it 9 And its meaning, can you tell it 9 If you stick to what you're doing, Study, work, or play pursuing, Every failure hravely meeting, Bravely each attempt repeating, Trying twice, and thrice and four timee, Yes, a hundred, even more times, You csn spell itl You can spell itl And its meaning, you can tell itl

## IMPORTANOE OF IITTLE THINGS.

The Duke of Wellington wae a first-rate man of businees; and it is not perhape ssying too much to aver that it was in ne small degree hecause of his poesession of a husinass faculty amounting to genius thst the Duke never lost a hat tle. His magnificent husiness quslities were everywhere felt; and there can he no douht that, hy the care with which he provided for every contingency, and the personal attention which he gave to every detail, he laid the foundations of hie great succese.
Michael Angelo was one dsy explaining to a visitor at hie etudio what he had heen doing at a statue eince hie previous vieit. "I have retouched this part-poliehed that-softened this feature-hrought out that muecle-given some expression to this lip, and more energy to thst limh." "But these are trifles," remarked the visitor. "It may he eo," replied the senlptor, "hut recollect that trifles make perfection, and perfection is no trifle."
Attention to details makes a husinese man, or any other kind of man, "eure that he is right," and then, of course, it only remains for him to "go ahead."

[^2]
## PUNCTUATION

'oalling' in life, may be seen from the faot that even at this stage of my career I generally work from nine in the morning to ten at night."
"My receipt for prosperity, in such a concern as mine, is at the disposal of all. Here it is: 'Work hard, deal honestly, be enterprising, exercise careful judgment, advertise freely hut judiciousiy."
"Never despair; kэep pushing on,' was my motto during all that time of struggie."
-Sir Thomas Lipton.

## $\xrightarrow[\text { MARKS USED IN WRITING AND PRINTING }]{\rightarrow \rightarrow}$

## PUNOTUATION

Punctuation is the use of marks in writing or printing, for indicating the grammatical divisions of sentences.
Some idea of the importance of knowing how to properiy punctuate may be gathered from tho following:

## 4 Two Million Dollar Comma

It seems that some years ago, when the United States, hy Congress, was making a tarifi hiil, one of the sections enumerated what artioles should be admitted free of duty. Among the articles specified were "all foreign fruit plants," etc., meaning plants imported for transplanting, propagation or experiment.
The enroiling cierk, in copying the hill, inserted a comma, accidentally, making it read, "All foreign fruit, plants," etc. As a result of this simpie mistake, for a year, or until Congress grapes and other hlunder, all the orangee, lemons, bananas, This little mistake, whioh iruits were admitted free of duty. could have avoided hy cany one would be liahle to make, jet less than $\$ 2,000,000$. A carefulness, cost the government not

1. The Comma (,) A pretty costly comma, that.
tence into its component a siight pause and divides a sen. which would otherwise be parts. It must be used in sentenoes misunderstood.
tence when these are but sifween the ohief divisions of a eentence when these are but slightly connected and they are them-

## PUNCTUATION

selves divided by some other marks, and is also placed between olauses when the connection is so elight that any one of them might be a distinot sentence
3. The Semi-colon (;) indicates a ehorter pause than the colon and also divides compound sentences. When a clause especially explains the meaning of some other expression, it is separated from that expression hy a semi-colon, and one is used to divide a eentence into sections when the parts are not independent of each other, enough to require a colon.
4. The Poriod (.) denotes the close of a sentence. It is placed after every deciarative or imperative sentenoe.

All ahbreviations and initial letters standing alone are followed hy a period; used also to separate whole numbers from deoimals and after the enumeration of letters or figures.
5. The Interrogation Point (?) is used after every sentence nr part of a sentence containing a question.
6. The Exclamation Point (1) is used to denote wonder, eurprise, or astonishment.
7. The Dash ( - ) indicates a eudden change in the eubject. One is usually placed before the anewer to a question when they both belong to the same line. Often used instead of the parenthesis marke.
8. Quotation Marke (" "') indicate the words of an author nr speaker quoted. Every quoted passage should be enclosed in quotation marks. Quotatioue coneieting of more than one paragraph have the first quotation mark at the beginning of each paragraph, but the second is used only at the olose of the last paragraph.
When one quotation includes another, the latter is euolosed by nnly one of each nf the first and last marks, (' ').
0. The Parenthesis () ie used to enclose an explanatory remark, whioh might be omitted without injuring the grammatical conetruction of the sentenoe.
10. The Eyphen (-) is used to connect the eyllables or parts nf a compound word, and to connect a word hroken at the end of a line, when the remainder followe on the next line.
11. The Oaret ( $\wedge$ ) denotes that some word or letter has been omitted by : istake; as,
I sming toronto.
12. Brackets [ ] are used chiefly to give an explanation, or to

## PUNCTUATION

supply en omission; es, Yours [Greet Britain] ie a great country.
18. The Apostrophe (') placed between letters and above them in a word denotes a contraction; also used before or after the letter $s$ to denote the possessive case; as, O'er, John's book, James' house.
14. The Itara (**) or N. B. are used to invite special attention.
15. The Brace $\left\{\begin{array}{c}\text { conniects several words with one common }\end{array}\right.$
16. The Paragraph ( 9 ) begins a new suhject.
17. The section ( (\&) is used to subdivide chapters.
18. The Astoriak (*), Parallels (I), Degger ( $\dagger$ ), Doublo Dag-
gor ( $\ddagger$ ) are used as reference marhs.
19. The Oommorcis A (C) used in market quotations, means "at" or 'to."
20. The sign "q9" means per, and " D " means pound
21. The Ellipsis (***) or ( - ) denotes the omission of letters or words.
22. The Index ( tance.
23. Underscore ( - ) is e line or lines drawn under words in writing that is intended for printing. One line denotes italios; two lines, small capitsls, and three lines, large capitals.

## sparimig

Very few rules for spelling can be given to whioh exceptions are not so numerous as to render the rule of little value, hnt the following ere a few of the more general:
Words ending in e drop that letter before the termination able, as in move, movahle; unless ending in ce or ge, when it is retained, as in ohange, changsahle, eto.

Words of one syllahle, ending in a consonant, with a single vowel before it, douhle that consonant in derivatives; as ehip, shipping, eto. But if ending in a consonant with a douhle vowel before it, they do not douhle the consonant in derivatives, as troop, trooper, etc.
Words of more than one syllahle, ending in a consonent preceded hy e single vowel, douhle thet consonsnt in derivstives; as, travel, trevelled. In the U. S. the consonant is not douhled unless accented on the last syllahle; as, commit, committed.

## RULES FOR THE USE OF CAPITALS

All words of one syluble endling in l, with a slngie vowel before $l t$, have $l l$ at the oiose, as mill, sell.

All words of one syllable ending in $l$, with a double vowel before it, have only one $l$ at the olose, as mail, sail.

The words foretoll, distlll, instill and fulfill, retain the douhle
$l$ of their primitives. Derlvatives of dull, skill, wlll, and full,
also retain the $l l$ when the accent falls on these words, as duil ness, skillful, wllifui, fullness.

Words of more than one syllahle ending in $l$ have only one $l$ at the oiose, as dellghtful, faithful, uniess the accent falls on the last syilahle, as iu befali, eto.
Words end $\operatorname{lng} \ln l$, douhle that ietter $\ln$ the termination $l y$.
Partiolples ending in ing, from verbs ending in $e$, lose the final $c_{i}$ sy have, having; make, making, eto.; hut verhs ending ln es retain both, as see, seelng. The word dye, to color, however, must retaln the $s$ befor ing.
Words ending in oe retain the final $e$, as shoe, shoelng; hoe, hoeing.

Ali verbs ending in $l y$, and nouns ending in ment, retain the e final of the primitives, as hravo, hraveiy; refine, refinement; except words endling ln $d g e$, as acknowledge, acknowiedgment.

Nouns ending in $y$, preceded hy a vowal, form thelr plural hy adding a, as money, moneys; but if $y$ ls preceded hy a consonant, it is ohanged to ies in the plurai, as bounty, bountles.

Compound words whose primitivea end in $y$, ohange the $y$ into i, as beauty, beautiful.

## BULTS FOR TELS OBL OF OM ITS

A very common fault is the improper use or omission of capitai letters. Persons llahle to make suoh mistakes should study attentively the rules given beiow on the suhject and then carefully apply them.

Most words oommence with small letters. Capitals must be used only when required hy the following rules:

Tie first word of every sentence and the first word of every line of poetry should begin with a capital letter.

All proper names should legin with capital letters.
Words derived from proper names begin with a capitai.
Every word that denotes the Deity should begin with a capital.
Pronouns relatlig to the Deity should generally commence with a capital.

## CAPITALIZATION

The months of the year and the days of the weok begin with capitals

The words north, south, east, west, and their compounds and shireviations, as North-Weat, commence with capitals when they denote a section of country

The pronoun I, and the interjection $O$, are siways capitals.
Evary direct quotation shouid begin with a capitai ietter.
Aif titles of persons begin with capitals.
Aii the principal wordis in the titles of books should bogin with oapital ietters.
The several chapters or other divisions of any book begin with capitals
Common nouns personified begin with capital letters.
Any word partioulariy important may begin with a capital
letter.
Ail words denotir 3 reiigious denominations begin with oapital letters.

In all Hinds óc advertisements zeariy all the ieading worde usually begin with oapitals.
In wocounts each artioie mentioned should begin with a capital.

## PART II

Correspondence, Letter Writing, Social Forms, etc.



Correapondence is the interchange of thought hy means of ietters

A large per cent of the world's husiness is transacted hy correspondence, and in these deye of rapid transit and oheap transportation friends and relativer become widely scattered and their only means of keeping in touch with one another is through ietter writing.
To be ahie to write a good intter is therefore not oniy an accomplishment hnt an important necessity.
It in the opinion of competent judges that a man's hehits and qualities as a husiness man may be fairiy estimated from ramiliarity with his husiness ietters, and his social oorrehis ondence is likewise an inder to the trend of hie thought, and appreclate the vaiue. It is safe to say that the majority do not Firat in Importanee the ahility to write a good letter. in a letter is the expresgiape the matter of first importance language.
correotiy speijed, and sraceiul styie of writing, with words punctuation often renders the properly punctuated. Improper opposite of what was intended altoaning unintelligihie or the Olagses of Ietters
genersl olasses: Social anters are usually divided into two social Iettors are
relations: as, letter those that grow out of sociel and personai sympathy, introduction affection, friendiship, congratulation, Business Letters
implies, are suoh as are written comang nuatters of husiness of whetever kind.

## BUSINESS CORRESIUNDENCE

## 

The Matarials.-Good pen, ink and paper. For businew correspondence three $\begin{gathered}\text { byles of paper are in general use, vis. }\end{gathered}$ commercial note, about $0 \times 8$ inches; packet note, about 8 ix8 inohes, and letter paper, whioh is usualiy about $8 \frac{1}{2} \times 11$ to 18 inohes. The amaller sizes for short letters and the larger for iong ones.
The envelopes most commoniy used are Nos. 6 and 63.
Parts of s Iatter, 一For convenience in explaining the form of ietter we cali the different parte by the foliowing names:

1. Heading (Place and Date).
2. Body of Letter.
3. Address
4. Eaiutation.
5. Compiimentary Clooing.
6. The Writer's Signature.

The following diagram will show cleariy their ponition:


## BUSINESS CORRESPONDENCE

Eoading.-The heading indicatea where and when the letter was written and should contain information the person written to will need in directing his reply. It should be written to the right hand side of the sheet and about two or two and one-hali inoies from the top. There is no objection to using two or more lines for the heading if required.

Tha Addrena of a letter consists of the name and titio of the person or firm to whom you are writing, the residence, or place of business, as the case may be, to whioh the letter is to be sent.
The inside address, as this may be cailed, will be the same as the address on the envelope, excepting that on the inside addrese the oity and state may be written on the same line. Begin the address on the left-hand side of the sheet, one inch from the edge of the paper, and on the line following the one on which the heading is written. The second lins of the address shinuld begin an inch farther to the right than where the first line is begun.
The Propar Use of Titlos.-Two titles of courtesy should not be joined to the same name: 2s, Mr. John Hurtley, Esq.; nor sinould a title of courtegy be used with a professional or offioial titie: as, Mr. J. B. Wilson, M.D., or Hon. Henry Weaton, Esq. One exception to this rule, however, is permitted where a clergyman's initials or first name is not known, to write, Rev. Mr. (-), giving only the surname.

The Balutation ts the complimentary term used to begin the letter. The forms most in use are Sir; Dear Sir or Afy Dear Sir. In addressing a firm, Sirs, Dear Sirs, Gentlemen, or Mfy Dear Sirs. If the person addressed be a lady, Mfadam, or Dear Mrudam. If she be a young, unmarried lady. Dear Mifis, or it is qnite correot to omit the saiutation where doubt exists as to whether she be married or not, or if the writer has no acquaintance with her.
Follow the salutation with a comma and dash, and never write Gents for Gentlemen, or Dr for Dear, etc.
The Ponition of the salutation depends somewhat upon the number of lines in the address. The exampies on next page will illustrate this and the form of ietters in general.
The Body of the Letter is that part whioh contains the message or information to be imparted. In this, good form, penmanship. spacing and paragraphing should recelve due care.

The body of a business letter should begin on the same line, following the salutation.


## LETTER WRITING

The Complimentary Closing follows the body of the letter, on the line below the lat line of the letter, and conalats of the words of repent or regard used to express the writer's feeling toward the person written to. They are in a cense conventional and are often used without thought an to their meaning. The most common forms in huskiness uso are: "Respectfully,"
"Respectfully yours," "Yours very respectfully," "Yours truly"
"Yours very truly." "Sours faith july," "Sincerely yours," etc. "Gratefully yours" may be used if the writer is nader obligation to the one written to, or "Fraternally yours" if a member of the tame order or society.
In official letters a more formal style is used: as, "I have the honor to be, Yours very respectfully."
The complimentary oloning should always be consistent with the salutation. For example: to begin a letter with a formal "Sir" and clown with "Sincerely yours" would alow very bad tanto.



Pecheetulns.



ana an:


## LETTER WRITING

The signature la tha name of the writer or the firm or company he represents. It should be written under the complimentary elosing and should end just at the right-hand edge of the sheet. It should be written very plainly. Many writers have a hahlt of making their eignature the most unintelligihla part of their letters, presuming that because thelr name le famillar to themselvee it is to everybody else.

A lady writing to persone with whom she is not acqualnted should always prefix the title, Miss or Mrs., in parentheeis, to her signature.
Folding. -The letter sheet should be folded so as to nearly fill the envelope. To fold a eheet of letter paper to fit the No. 6 or $6 \frac{1}{3}$ envelope, turn the bottom of the eheet up to the top, making one fold, than fold equally from the right and from tha left, making the letter, when folded, a little nerrower than tha envelope. If the envelope is held with the left hand, back up, and the letter ineerted as folded, all the recelver has to do when he opens the envelope ie to withdraw the letter and turn back the folds, and he has it before hlm right aide up. This is important.
Sealing.-Be partleular to seal your letter properly, especially If it contains money or other enclosure.
A lettar of Introduction or recommendation ehould never be sealed when entrusted to bearer.
The Envolope Address.-The name and title shonld be written on tha center of the envelope lengthwise. When street and number are givan, or tha direction "In care of Mr. $\qquad$ " they follow on the second line, the clty or town on the third, and tha atate on the fourth or lower right-hand corner of anvelope.

The envalope ahould be placed before the writer with the flap farthest from him, otherwise it will be addressed upside down; and the letter should not be inserted until after the address is written.

Millions of letters and packases rench the dead letter office at Ottawa every yenr because they are improperly directed, therefore great cars shonld be exercised in addresing envelopes.
See examples of addressed envelopes.
The envelope used for husiness purposes ehould have either written or printed upon its upper laft-hand corner the name and address of the sender, with tha request to be returned in a certain number o! days if not called for.

## BUSINESS LETTERS

Opening Lotters.-Letters are properly opened hy inserting a knife or other convenient instrument under the flap at the end and cuttling across the top of the envelope.

## SOME SPFOLAL PONTIS DT BUBLNESS ETYTHRS.

1. Be hrief and to the point wlthout being hlunt or offensive.
2. Be courteous in your requests and polite in your demands.
3. Never write a letter with a lead pencil; always use pen and ink.
4 Avoid the use of flourishes.
4. Blots and errors due to slovenliness are inexousahle.
5. Avoid Interlining; rather rewrite your letter.
6. Aim to write as legihly as you know how.
7. Never discuss or refer to mattiars of a social nature in a husiness letter.
8. Never write a letter when angry or vexed.
9. Write on one slde of the sheet only.
10. When requesting information always enolose stamp for reply.
11. If your letter contains money or an enclosure always state the amount, or what the enclosure ls.
12. Take a copy of all letters containing matters of importance. It may save you trouhle.
13. Be prompt in acknowledging the receipt of a husiness letter, mentioning its date
14. Never write an anonymous letter; it is the coward's weapon.
15. See that your letters are divided into paragraphs and properly punctuated.
16. Write as though your correspondent was at your side and you were talking to him
17. Letters orderlng goods should state plainly the artioles wanted, giving full directlons for shipping, and the name and address of the person ordering.
10 Money should be remitted hy draft, P.O. order, express order or registered letter
18. Money orders or other enclosures should be folded in the letter; not put in the envelope separately.
19. Do not use figures in the body of a letter, except to denote sums of money, dates, street or P.O. box numbers.
20. Do not forget to sign your name.

## BUSINESS LETTERS

28. so means "and so on in the same manner." Eto. is entirely different and means "and other things" Use them only in their correct sense.
29. In requesting payment of money due you, avoid being offensive. Remember, it is better to have a person a friend, than an enemy.
30. Do not mix up an ordsr for goods in the body of a letter. Either use a separate sheet, or make it a separate part of your letter with only one style or kind of goods on a line.
31. Use care and neatness in addressing your envelope, ano if writing a number of letters be sure that John Smith's letter does not go in Tom Brown's envelope.
32. Never write a dun, or any matter of importance, on a postal card. To make a threat of any kind on a postal card renders it unmailahle, and to use indecent language thereon is a criminal offense, nnder the laws of Canada.
33. A prompt acknowledgment of ths receipt of an order for goods is a commendahle practice.
34. A void ahhreviations and the use of postscripts.
35. Never write an immoral or libellons post card, as the posting of such is a violation of law.

## motirs gor writiva a postal.

1. A card should be dated either on the upper right-hand corner, or on the lower left-hand corner.
2. Always sign your name in full.
3. If you wish an answer, give your full postoffice address, urless it is well known by the person to whom you are writing.
4. Never write a demand or a request for money on a postal card. It is disrespectful to the person receiving it.
5. Never write an invitation on a postal. Society prescribes polite forms for this purpose
6. Do not trust important matters to a postal card, for it is open to inspection, and the law does not provide for its return to the writer if it fails to reach its destination.


## BUSINESS LETTERS

## EXAMPLES OF BLGINESS LETTERS

## Letter Containing a Remittance

Messrs. Wrlliamson \& Caton
Meiville, Sask., Feb. 10, 1912. Port Arthur, Ont.
Gentlemen :-Enclosed
( $\$ 65.00$ ), In settlement of youre find Draft for Sixty-five Dollars wilf kindly recelpt and return. involce of January 12th, which you Yours truly,

Pater Schrader.

## Letter Acknowledging Above

Mr. Peten Schrader,
Port Arthur, Ont., Feb. 12, 1912.
Melvilie, Sask.
Dear Sir:-Yours of
five Dollars ( $\$ 65.00$ ), came toth inst., contalaing Draft for Slxtyto trand thls morning.
prompt settlement of your recelpted, and wish to thank you for Yours reapectfully. Wrlliamson \& Caton.

## Letter Ordering Goods

4246 Yonge St., Toronto, Ont., May 1, 1912.
Mesists. Gro. M. Hill \& Co., Winnipeg.
Gentlemen :-
fowing books:
50 Coples Handy Encyclopedia. Cloth Binding
10 Coples Handy Encyclopedla Half-Morocco
27 Coples The Rusiness Educa, Hair-Aorocco Binding
13 Coples The Business Educator, Cloth Binding
10 Coples Bible Symbols, Cloth Minocco Blnding
Enclosed you will find P ols, Cloth Binding
( $\$ 57.00$ ) in payment of above. Kindy order for Fifty-Seven Dollars and obllge,

Yours for success
Eowin Lewis, Agent.

## Calling Attention to Error in Involce

Messrs. Davis \& Holt,
Ottawa, Ont.
Gentlemen :-I
for shlpment of blsculte in checking your involce dated the 10 th inst. box on the plaln sodas. I you have overcharged me 15 cents per to kindly send me a corrected one return said Involce and aak you

Respectfally,
J4. Dozte.

## BUSINESS LETTERS

## Letter Acknowledging Order for Goods

Mr. Eowin Lewin,
Winnipeg, Msy 4, :912. Toronto, Ont.
Dear Sir:-Your
Dollars ( $\$ 57.00$ ) and orer of the 1at inat., containing Fifty-seven
We are ohipping your bor books, has been recelved.
they will reoch you without ony Gia T. Line, as ordered, and trust Will be melied you tomorrow.

Thanking you
succeas, wo are, the above order, and wishing you the best of
Yours very truly
Geo. M. Hill \& Co.

## Letter Inclosing Corrected Invoice

Mr. JAE, DOTLe,
Homiliton, Ont.
Dear Sir:-Your favor
We desire to apologize for of the 27th inst. Is at hend, and in repiy, rected Invoice

Ottawo, Ont., Jan. 30, 1912. Yo herewith enclose you corYours truly,

Davis \& Holr. Per D.

## Letter Reqnesting a Loan

Mr. Frank Smith,
Bedford, Que., May 1, 1912. Buckingham, Que.
Deer Sir:-Much as I dialik
inconvenienced by my clrcume the idea of asking any one to be Twenty-flve Doliars until the firgt 1 am obliged to borrow knowing your confldeace in me and June, ond I take the liberty, can accommodate me with a loan. your generosity, to ask if you

I am sorry to troubit rou ban.
trespassed on your kiadness. but hope you wili pardon me if I have
Belleve me,

> Gratefuliy yours,

John Longley.

## Giving Notice of Note Coming Due

Mr. D. E. Holtz, Cedar Hall, Que., May 1, 1912. Cookshire, Que.
Dear Sir:-Your note for
1911, at alx months, and made in Doliers ( $\$ 50.00$ ), dated Sept. 30, at the Bank of Montreal on the soth ingt, will be due and payabio

Kindiy provide for same, and obilige

```
Youra truly,
Krir * Kiccx.
```


## BUSINESS LETTERS <br> Ietter Pnelostar 3Noto for Collection

Sherbrooke, One., Ist May, 1013 Toronto, Canada.
Gentlemen:-We enclose
drawn by J. K. Watmon of your note for Sixty-nve Doliars (\$65.00),
Kindiy collect the amount town, and due the 30th of thla month terest due. and remit the prof of me, together with alx montha' in.

Thanking you in advance weeda to us in eurrent exchange.
Yours truly, Riley * Rinnode

## Letter Enclosing Bill of Lading to Bank for Oollection

Bank of ilamilton, Ilamilton, Ont.
Dear SIrs:-We enclone herewith bill of Iading to our name en. dorsed in favor of Mr. John Marten, 10 Blank 8t., your elty.

Kindiy dellver sald blll of lading to Mr at., your city
Forty Doliars ( $\$ 40.00$ ) and the cost of miltiarten apon payment of cont of remitting the smount to ua in
Thanking you for your kind attention to the above, we are,
Yours truly.
Ozfoan Pub. Co.

## Letter of Refignation

Meaary. Horfyan Mro. Co., Clty.
Oentlemen:-1laving decided to go into hualness for myeif, 1 am therefore obiged to reaign my position and aak to be relleved from my dutlea the arat of June next.

Permit me to say that it is my connection with associationa that have as of regret that 1 sever pleasant character,

Hallfax, N. S., 3d May, 1013.

Yours very reapectenily
Oro. W. Hardimo

## Letter Advising Shipment on Oommission

Measts. Hill \& Lerne
Hallfac, N. S., 26th Aug., 1013 Commisslon Merchants,

St. John N. Bh
Gentimmen:-Aa per our previoua arrangemente, i am shipplag you onight, vala stramet (Conger, on conslgnment,

500 baskets of cholce apples
Kindly take care of rame and dispose of them at the best price obtalnable and place the procceds to the credilt of my aceount

Youra truly.
J. B. Oaego (Shlpper)

## BUSLNESS LETTERG <br> Ietter Clving Notica of Iravolor's Onll (Printed Letterhead.)

Memors. Kinoman, Brown \& Co Oshawa, Ont.
Oentlemen:-Our repres
you about the firat of Februative, Mr. A. K. Parkn, expects to call upon with a full tine of mamples of the lateat and We tru
offer, as we belleve we her placing your order until you see what we have to Thanking you for your maxy past favalues for the trade this year. Respectfully your

Keneje Knittine Milus,

## An Order on a Buainesm Blouse for Goods

Mesiss. Arthtir \& Comrim Clty.

Winnipeg, Man., 2nd May, 1013.
Gentle
he may select not ease deliver to the bearer, Mr. Chas Wright, goods that charge to our account and mall value Fifty Doilara ( $\mathbf{8 5 0 . 0 0}$ ), which you may Your kind attention will ohilige involee for same.

Yours truly,
Bcoty \& Co. ${ }^{1}$

## Fottor Domplainiag of Shortage in Goods

St. Thomas, Ont., 10th May, 1918. 50 Lake St., Amherat, N. S.
Gentlemen:-Your shipment of Gold Soap, which left Chicago on the
3rd of April, reached us to-day, and we find sapne to be ten boxes short
We return you herewith freight recelpt, which to ten boxes short. the hill of lading or your involee, and ask, which does not correspond to you to kindly investigate the Yours very truly.

## Lettar Civiag Notice of Dissolution of Partzership

We herehy give nutice that the part Hamilton, 5th April, 1013. husinews under the firm name of shaw tnership heretofore existing and doing April, 1913. dissoived by mutual consent Bentley has heen this ninth day of lect all outatanding debts and settle all and Mr. Shaw appointed to col-

Jas. D. Shaw.
C. R. Bentley.

The above notice may be either published or addressed to individuals interested in the change.

## BUSINENS IJETTERS

## Iotter Complaining of the Nom-Arival of Gooda

Gentlemen:-Tha shipment of Art Coods which you made to us tha 15 th of last inonth has not yet arrived. We have been melvised by tha Cuatoms bepurtiment that they are being held for Involce.

Klndiy nail copy of Certified Involce to the Department at Windsor, and urke them to past the gools at once, ohliging,

Yourn truly,
Roberts \& Co,

## Requesting Address of Paper Changed

Meampr. Herald Itin. Co.
Carlyle, Sask., end May, 1012.
Bnttheford. Sask.
Gentiemen:-W'll you pleare change the address of my "Herald"
from J. K. Ginod. 70 I'alace Rt., to J. K. Good. 04 York St., Cariyle,
Yourn truly
J. $\boldsymbol{r}$ Goon.

## LETMARS REQUESTLIT EPEOLAL FAVORS

A letter making a request of any kind should approach the subject In a direct manner. The nature of the request should be stated at the beginning, and any explanation necessary for making the request should follow, and be brief and to the point.
If necessary to ask for a remittence on an account not yet due, for the privilege of drawing on a prompt payling oustomer, or for an extenslon of tlme on an account or note, special care should be used in wordling the request.

The following will serve as examples:

Measrm. Kinfiatan sun,
Brandon, Man., 4tb Aprll, 1012.
Ilumbuidt, Sesk.
Gentement:-For some thme past our business has ixen tled up to such are obllged to ask you if you can fices over which we haveno control, that we your account. We will be glad to er with a remittance covering one-half balance to the 15th of Sept. provided you the time for the payment of the cheque by tbe 20tb inst.

Wo antlcipate a speedy adjusto be the only time we will be uld our diffcultes, end hope this will解
Kindly wise your rep: at our expense
Respeatuing you In advance, we
Reapectfully yours,
Heniry Morgan \& Co.

## BUSINESS LETTERS

## Ailing Rote Ertended

Praay, Hantman d Co
Ilniffax, N. S., 10th Jan.. I914. Mootreal.
Dear Situ:- We find th
Hundred Dollars ( 820000 ) we will be unable to meet our note for Two If you will kindly extend the time of pef February, anil write to enquire that time we will be able to meet pro

We are sorry to have to atheripal and Intereat in full.
notify us by return mail so that thls, and if not conventent for you, kindly however, you can seconmodate us, make other arrangements. We trust, the favor.

Youre to thank you In advance for
Yours very respectfully,
James Dennie e Co.

## 

Iettern of Introduction may be either of a social or husineme nature. The fact that a letter is given is usually considered as an Indorsement of the bearer, therefore, in introduoing a husineas acquaintance care should be exerclsed that the person introduced be one you can asfeiy recommend, and your letter worded so that you will not be ohifating yourself further than you Intend. Letters of Introduction should not be sealed, as the person introduced has a right to know what the letter contalns.
The following will serve as an example:
Mr. J. B. Krnmidy,
Aberdeen, Oat., 7tb Aprtl, 1014.
15 Spruce 8 .. Wloolpeg.
Dear 8ir:-This will lotroduce to you my frienut. Mr. Harold Rogers, who reprecente the Gibsoo Maoufacturlog Company of Turonto. engine bullders, o desire to open a branch office In your city.
location will be greatly appreclated by me.
Yours very respectfully,
Wh. Sears.
Besides the address of the person or firm to whom the letter is addreseed, the envelope should have on the lower left-hand corner the following: Intraducing Mr. Harold Rogers.

## Letters of Indorroment

A ietter introducing a husiness aoquaintance for the purpose of opening huslness relations between him and the persons to whom he is introduced is called a letter of indorsement. If the person asking euoh a letter is known to be financially responsihle and of good character and husiness ahllity, littie riak

## BU8INEAS LEETMERS

is acrumed; hut nniew he is known to pomen theo qualiticu the letter botter not be given.
Letters of indorsement should not be seaied if deii vered to the permon requesting them.

The following is a mafe form:
Entmorat, Oat., Mey 1. 1912
Manra. Edison Elisctuic Co..
Klogrton
Gotitemeo:-The betrer, Mr. Robs. Went, It prapariog to mornse it businese in Brockvilie. Ont., aod calli on ynu for the parpone of sxam inlng your soods.

Nine years' ecquaintance with Mr. Went Juntiaes un In stating that he is - genuemao of stering qualtiea and buaness ablity, and knowing the deld In which he in about to locate, we have no heatation in asiag that you will fad It proatable to extend to hite every courteny.

Viry truly yourn
Roet. Walyon \& Bon.
Iotter Incurring Diroct ILability
110 Lincoln 8t.
Uuelph, Ont., 8-8-12.
Mosers. Jan. Ray * Co., Naoaimo, B. 0.
Gentiemen:-Thin will introduce Mr. R. E. Higains of our elty, who winhes to purchase coods on thirty dayn' time.

We have known Mr. Hiseins for the part afteen years, and conidents tate that he in wood for whatever contracte he may make.

You may consider tbis letter indornement to the extent of One Thoumand Dallars.

Respectfully yours,
Coly \& McKingre.

## EETHARS OF RHOOMMTNDATIOR.

In giving a letter of recommendation it shouid always be borne in mind hy the writer, that in recommending another, three persons are iiahie to be affected hy it.
If not carofuliy worded the applicant might be entrusted with duties or responsihilities on the strength of such a ietter, that he is totally unfit for, and consequently the empioyer wouid suffer loss and be put to inconvenience, the appicant instead of being benefited would be diagraced, and tiee writer's reputation for good judgment and truthfulness be injured.

If the appicant merits commendation it should never be withheld; hut the ietter shouid never overdraw or state more than he is capahle of fulfliing.
The ietter may be addressed to the person or firm to whom the bearer desires to make application; or it may be written

## BUBINDAS LETYER

whout eddrem, or "To whom if may concern." In olther of the latter waysit may then be preconted to any one the bearer ohoomes.

The following are some of the unual forma:

Meamra, J. Iritmanon \& Cu.,
Loodon, Ont., :nd May. 1013.
Calgary, Alt,
Gentlemen:-We take pleagure in atatinf that Mr. Will Cameron, who has been in our employ for the peat three years, as clesk, has hy the filthful perforinance of his work and his manly, upight character, won for hlmaelf the reupect and confidence of overy one connected with our eatahlluhmont.

We regret that falling health compela him to seek outalde employment, and we heal:'y zecommend thm as a trutworthy, chpohle and anergetic alcoman

Yours very reapectfully,
Kenneth Itteven Co.

## An Open Iettor of Iecommondation

To Whom It Mir Concenn:-
Bridgetown, N. \&., th May, 1013.
Thla In to certify that the beares, Mr. George J. Balley, has been In the employ of our company tor the pait two yearn, an bookkeeper, and that he has proven himeolf to be capable, energetle and falthful, fyoung man of cood hablts, and Ane Chriatian character, and we heartily recommend him to anyone desirlay the services of a competent bookkeeper.

He leaver us to better his poodtion, and carrien with him our beat withen Reapectfully. Canter Co.
Per J. C. Carter, Preat.
20 Woodward Ave.
Crenhrook. B. C.. foth Mey, 1918. The bearer, Min Jennle Comple, has been auperintendent of the millinery department of our dry soods house for several year, and we take plearure In stating that her eervicen have been very matisfactory, and we would be glad to retaln her at an advanced salary, hut the has decided to go west.

We cheerfully recommend her as boing a lady of exceptionally good judgment in ber line of work and capable of holding the beat class of trade. Jonis \& Brazdict.



A Iottar of Application nhouid be the best specimen of letter the writer can produce, both as to the penmanship and compoaition. Remember the experienced oye of the business man wili reedily deteot the orrors, if any, and not oniy that, he forms an eatimate of your qualitien by the ietter you write.
The foilowing suggeetions may be heipful:

1. Write your letter of application youroelf and do not apply for a position you douht your own ahility to fill.
2. Write reapeotfully, and modestiy, frankiy atating your qualifications, without boasting.
3. Be sure the form of your letter, the grammar, punctuation, spelling, and use of sapitals are correct.
1 Let the writing be neat, the letter free from hloks and orasures, oven if you have to rewrite it haif a dozen times.
4. If making a personal appication, and you are asked to write your letter then and there, be prepared. Keep your thoughts colieoted and put these euggestions into practioe.
5. Repiying to an advertisement, state when and where the advertisement was seen. Make application for the posilion advertised, and answer all the requirements.

## selomman's Application

Mentra. Aryous \& Co.,
Revelstoke, B, C., Oth April, 1913.
hevelatoke, H. C.
Gentlemen:-Replying to your advertimement In Saturday's "Mallllerald" for a city nnlemman, I rewpetfuliy npply for the powition you offer. I have had three ycars' experleace na salesman for a line of

## BUBENT蜀 LETKERS

gooda selling to mrocers and buteherg, and hnow the elty and the trade thoroughly. All 1 ank to an opportunity to prove my abllity to cefl roode.

1 rempectfully reier yeu to 3 . II. Howny Co., 10 . Weter Bt., Ravelatoke, or Joba ID, MHIs, 160 Market Mt., lievelatoke.

1 ahall be glad to call on you for $n$ germonal laterview.
loure very truly.
L. A. Foarta

1., nto, Ont.

Masarall a Denne.
Burliagton



 be my frat conalderation
 Hoping to hear lrom you fusurat is, inm.

Iovra vet $\quad$, sger ifutly, CLostom McNeig.

## HTHARS REOUESTING PAEMENT

The componition of a letter requentling payment of an acoount to often a perplexing tank, particularly if the person or firm in oapable of paying, but careless sbout it. Suob a letter, to be perfect, must not only obtain the money due, but do so wlthout giving offonso. Suob letters should not, as a rule, be blunt or abrupt, but ahould courteously and olearly atato the reasons for the requent. If it becomes necemary to euggest placing the mocount in the hands of a collector, tbe suggentlon sbould not be put in the form of a threat but in such language as will show your reluctance about using sucb means. Generally apeating, a otatement of the debtor's account is usually all that is necessary to remind blm that payment is expected wben due.

If necessary to request prompt payment, something like the following may be usod:

Toronto, Can., 5th May, 1012.
Mr. D. C. Gowan,
Melville, Saak.
Dear Sir :-|nclosed please find atatement of your account for Aprif, whleb we trust you will find correct.

We would appreclate it ll you will kiadly cheque anme at your earllest conveafence and sead ns a Toronto Draft lor the amount.

Yoara truly.
Sxitusoy * Dewanap.

## BUSINESS LETTTERS

If the debtor fis tarily a exoond reqnest might be worded es follows:

Toronto, Canada, 10th May, 1918.
Emernon, Man.
Dear sir :-We reapectfully call attention to yonr acconnt, which la now some time past due, and ank if you cannot favor ue with yonr chegre by return mall.
or,
Not hearing from yon regarding the amount of ycur account, now paat due, we take the iliberty of drawing on you at three days' alght, and trunt that you will tindiy honor the draft when presented

Thanking you in advance, we are,
Youra truly,
Connor a Blainz
Yarmouth, N. B., 4th April, 1902.
Mesarr. Maxwell a Gordon, lifilfaz, N. s.
Gcntiemen:-The Royaj Bank of Canada has this morning returned to ua our Draft on you, dated March 10th, for Fifty-four Doliara ( 854.00 ) with the expianation, "No attention paid to notice." Since we have given you all the time you asked for the payment of jour ac count, unlesn some satisfactory expianntion is forthcoming you will put us under the necesalty of placing your account in the hands of our collector.
awaiting a prompt reply, we are,
Reapectfully,
DAyis \& Latarnch

## LETTERS OF APOLOGY

He is an nnmanly man who hsa not grace to apologize for inflieting a wrong, knowingly or otherwise.
If you owe an apology, make it promptly. The longer you let it go, the harder it becomes to offer. Failure to pay an account or keep a business engagement may be unsvoidahle, hut neglect to explain matters invariably leaves a had impression on the one to whom the explanation is due.

## Apology for Failure to Keep a Business Engagoment

Mr. J. Nomtrcott,
Ottawa, Qne., 27th Jan., 1913.
Nicolet, Qne.
Dear Sir:-1 very much regret that 1 was unabie to meet yon at tha "Conweli House" yesterday an 1 had expected. Owing to a amanhup on the road, my traln was ao much behind time it was imponalble

If you will cindly inform me when it will be conventent for you to soe mo I will be glad to arrange my hualnees and meet jou on whatever date you may augseet.

Bincerely yours,
WM. J. Kıwo.

## Apology for railure to Pay an Account

Winnipeg, Man., April, 1014.
Mearm. Gzo Moonn * Co., Hanley, Sank.
Gentiemen:-We owe you an apology for not having eettied our account the firat of the month 20 promised. We have been disappointed in not recelving return for several iarge shlpments the past month, hit expect to be able to settle our account in full not later than the 20th inst.

If you will kindly give us this extension of time we assure you the sccount will then be pald.

Trusting that we have not put you to any inconvenience, we are,
Very respectfully yours,
Conore \& Dux.

SOCIAL LETTERS


To be able to write saltahle letters of friendshlp is an accomplishment very much to be denired, and ought to be an asplration of every one, for while all do zot have husiness letters to write, yet there is ewreely any one who is not cailed upon at some time to writeilettars of 8 , nocial nature.
While many persone writegood husinem letters they may find it necessary to oultivate grenter tasemif expresslon in their soclal letters than the teves style chey use at their office desiks.
The Paper.-The size and klnd $\alpha$ paper will depend somewhat upon the purpose for which it is tobe used. Generally speakling, what would be sultahle for husin letters would not be for social correspondence, excepting Commercial Note, $5 x 8$ in., which may properly be used for either. This slze is the most sultahle for gentlemen. Ladies generally prefer Billet, 4x6 in., Octavo Note, $4 \frac{1}{3} \times 7 \ln$., although other sizes ary $\ln$ use.

Llghtly tinted nnd perfumed paper may be used hy ladies, hut it ls not govd taste for gentlemen to use either.
Inks.-Black or hlue-hlack inks are the only colors that should ever be used.
Pens. - Whatever is most suitahle to the style of your penmanship.
Envelopes.-Two styles are in general use. One, nearly square, to contain the note sheet folded once, and the other ohlong. which contains the note sheet folded twlee, once each from top and bottom. These are a little larger each way than the folded sheet. They should be of the same color as the paper.

Parts of a Letter.-Much of what has been sald regarding the parts of a husiness letter applies to the parts of a soclal letter.
Heading.-Form and position the same as in huslness letters.
Address.-When the address is given in social letters its proper position is at the olose of the letter, on the next space below the signature, and comnnencing at the left-havd slde of the sheet at the marginal line. Many social letters written nowadays do not contaln any address, the salutation belng made to do duty for both, yet the address, placed at the close, Imparts a tone of respect to the letter, and may alwaye be added with propriety, especicully In writlng to our euperiors.
salutation.-What has been said regardling the salutation in husiness letters applies in social letters. The positton of the salutation is the saiue as the first llne of the address In husiness letters, and the familiarity and warmth of the expression used depends entirely upon cur relatlonship or Intimacy with the friend written to, and the suhject of our correspondenoe.

The qualities that comhine to make an agreeahle assoclate are required to make a desirahle correspondent, and too great familiarity is not one of them.

The clrcumstances and varlety of expressions are so many that we refrain from giving examples.

Body of the Letter.-The body of the letter in social correspondence usual.y begins to the right of the stlutation and on the next line below. Both sldes of the sheet may be written on if the letter is more than one page in length.

The Oomplimentary Olosing.-Occuples the same position as in a huslness letter and should be in keepling with the salutation. and the suhject of the letter.

The signature.-Usually In letters of Intimate friendship only the given name ls slgned. One point In favor of slgning the whole name is this: if there ls any uncertalnty about the letter reachlng the person to whom you address it, your name will insure the letter being returned to you in case it is sent to the Dead Letter Office.

## SOCLAL LETTEES

## 

Lotters of Alection are suoh as grow out of our regard for othors. They are as diTerent as our relations to others, and may be stmply the expression of kindly feeling or of the strongest impulses that move the human heart.

Letters of affeotion add muoh to human happinens, and more of them should be written. To that boy away from home, or father, mother, or sieter at home, what gladnees a good letter hringsl Our pleasure in reoaiving such letters shonld remind us of our duty to our dear ones in the matter of writing them.
Letters of this olass may ofton be enlivened by playful allusions, jests and familiarities, provided the writer is sure he will not be misunderstood.
The moat elegantly composed letter will not hring one-half the pleasure to a far-away relative that a stmple letter crowded with feelings of home life and home love will.
sinoe no form would perhaps fit one case in a hundred we only give the following example, whioh we consider a model of good-humored playfulness, and without formality, written hy Dr. Franklin to his wife:

Mr beat ofilio:-
Fanton, Nov. 18, 1758.
1 wrote to you a few daye since hy a special messenger, and enclosed letters for all our wiven and aweethearts, expecting to hear from you hy his roturn, and to have the Northern newapapera and English letters per the packet; hut he has juat now returned without a scrap for poor me. I had a good mind not to write you hy this opportunity, hut 1 never can be ill. antured enough, even when there is the most occasion.

The messenger sayy he left the letters at your house, and saw you afterwards at Dr. Duche's, and told you when he would go, and that he lodged at Hovey's, next door to you, and yet you did not write; so let Goody Smith tive one more juat judgment, and say what whall be done with you.

I think I won't tell you that we are all well, nor that we expect to return about the middle of the week, nor will I mend you a word of newa, -that'i Pos.

My duty to mother, love to children and to Mise Betsey and Grecy, etc.,etc. I am your loving husband,

Benjamin Franklin.
P. 8.- I heve scratched out the loving words, being writton in haste hy aintake when I torgot I whe anfry,

## gOCLAL LETPERS

## Invitas of Fundoneno

Lettern of Iriandahip make up that large olass of written messages that strengthen the bonds of friends absent from one another. The nhief oharm of such a letter is its natural, conversational style. It should cause the person reading it to feel as though he had been favored with a plemant visit, rather than a formal call.
Thus, Bayard Taylor, while in Germany, writes to an intimate triend in America:
"Your letter came four or Ave days ago, and I take my firt lefrure to answer it. I take it for granted that this will And you in your Tenth Sireet rooms, which are so clear in my memory that a letter is more like a personal meeting to me than when you were In Rondout. You nomehow manage to hring your own bodily eell before me when you write: I see your eyes and the changing expression of your face, an I read, and the wound of your volce eccompanies the written worde. Thus your lettera are most welcome, no matter what you write * " "
To another:
"You made your ahnst note wo pleasent that I can't scold you for itd hrevity; yet I ahould ilke to. There might have been to much more of what may aeem perional or domentic 'nothloge' to you, yet have auch value at thle diratance. *"
Freshness and originality in expression should be oultivated, especially in the opening and olosing sentences, Avoid oid and time-worn phrases as,
"I thought I would write you letting you know," "I now take my pen in hasad," etc.
How refreshing to receive a letter from a friend who begins to talk to us from the first line; for instance,
"It was kind of you to mend mea sood, long letter while I was lying all alone in my room with sothing to do hut take villainous dotes of medicine;"
"It wan a delight to me to soe your hand on a eovelope agaln;"
"I found your letter waiting for me on Monday when my holiday clowed."
Compare also such olosing sentences as:
"Having told you all I know or care to write, I will now clowe:"
"I must hring my letter to a clowe, as I have nearly filled the sheet;"
with auch as
"Recollect that I am ahsent and you are at home, so your lettert are worth the most:"
"Romember mas very kindly to your hrother and my old friends on the hill, and belleve me.
" Yours very aincerthy,
$\qquad$ "*

## SOCIAL LETTERS

To be perfectiy free and unrestrained in farniliar letters, forms may be met aside in a pleasing manner, eapecially in the beginning of a letter. Sonie of our beat authors eet us good examples, es:

Don't, dear Lieber, he offended by my long Boston, Dec. 10, 1840. days I have been all the time in court. ${ }^{*}$. Ever and ever yours,

Chas. Sumatr.
(Sumner to Mr. Tower.)
Never, my friend, when the hesvens have been dressed In their meorchin: robel of braw for weeks, wan a drop of rain more grateful than your timely
(Sydney Smith to Lady Grey.)
Awkward times, dear Lady Gnyi Liowever, you Dec. 8, 1838. cooner than ycu otherwise would have seen them. * * thove you jove
(To Lady Holland.)
If all the friends, dear Lady Holland, who have shared in your kindnees

I cannot tell you how much I thank you for your kind uttle letter, which 4 like a pieasant volce coming across the Atlantic, with that domestic welcome in it which has no substltute on earth. If you knew how atrongly I am inclined to allow myself the pleasure of staying at your house, you would look upon me as a kind of anclent Roman (which I trust I am not) for having the courage to say no. But if I gave myself that gratification in the beginning. I could scarcely hope to get on in the hard "reading" bife, without offending some kindly disposed and hospitable American friend afterwards; Whereas, if I observe my English principle on such occasions, of having no abiding place but a hotel, and stlck to lt from the first, 1 may perheps count on heing consistently uncomfortable.

The nightly exertion necessitates meals at odd hours, silence and reat at Imponithe timea of the day, and a general Spartan lrilavior so utterly inconaistent with my nature, that if you were to give me a happy inch, I should take an eli, and frightfully disappoint you in public, I don't want to do that, if I can help it, eo I will be good in spite of myself.

Ever your affectionate friend,
Canklif Dicians.

## SOCLAL LBTTERS

## LTHETES OF CONGRATULATIOR

Iottarn of Congratulation are those writton to frionds upon any occasion of auccess, joy, honor, or advancement, or when they have in any way been espeoially favored. They should only be written when we can heartily enter into the spirit of rejoicing with the one to be oongratulated. Nothing but the most natural, hearty and genuine feellings of joy should be expresesed in our letter, and that in our happient way of putting it.

Letters of congratulation are generally hrlef-sometimes only a telegram-and contain nothing regarding other matters. It depends somewhat upon the occasion, how much may be said in the letter, as, for example, the foilowing written by Charles Sumner to a friend just home after some absence from his tamily.

Hudson, on the North Rlver,
Tueadey Evening, Sept. 28, 1841.
Dear Lherer:-
Here 1 am Imprisoned hy the filn in the Inn of a Yankee village. Longing for companionship, I write to you, and while I write, imagine that I heve it-a the outrich suppowes himelf free from danger when he hate thrust his head in the mand. * *

I trust you have had fair hreezes and this letter will find you with her who loves you so well and with your boye frolicking about you. Ah! my dear Lieber, are you not happy? I know where you llve. I wlsh your home were more according to your heart; hut you have sources of the highest heppiness-domesic hliss of the rarest kind; constant and honorahle employment for your time; a distinguislied name: and the consclousness of doing good, of alding the cause of truth, of education, and government.

I know few persons who have euch reasons for hlessing God as you. ** Ever yours,

Cuarles Bukatia.

## Congratulating a Ledy on Rer Marriage

Belleville, Unt., 10th Scpt., 1013.
Mt pear Eva:-
It was with heartfelt pleasure that I learned of your marriage to M1 Howard, and I pray that time may hut unite more closely your heart to that of the nohle man to whom you have confided your life's happiness.

Hoping I may hear from you soon, and that you will pay me a vislt on your return, I remain your olld frlend and schoolmate,

Emily Blanceard.
To Mre. Eva Howard, Asquith, Sask.

## SOCIAL LETTTERS

## Congratulating a Centioman on Eifr Marthere

Dompton, que., Nov. 9. 1912.
My near Mo. Allisn:-
1 heaten to offer you my consmitulations and ancers good wishee in regard to your recent happineas. I hope that each day may but add to the domevtin fe: of yourself and catimalle wife. Yourn alncerely,

Mes. D. J. Wrohtiun.

## 

Melrota, N. B., Bedt. 9, 1012.
My beal irs. Adame:-
If my memory in falthful, it to jutit twenty-Ive years to-day since I had the plearure of congratulatis your good husband upon his wedding and tendering to you my sincere good wishen.

Permit me to congratulate you both upon having completed the allyer circle, and offer my best wisher that you may loag live together and experrence al much happiness in the future ay your faces prove you have eajoyed in the pact. With bett regards to yoursell and husband, 1 sm .

Your friend.
Cons, Orym

## Congretaiating a Friend on the 8trth of a Bon

Tarmouth, N. 8.. June 19, 1012.

## My deam Ma. Gamdnen:-

Allow me to present to you my most hearty congratulations on the hirth of your son, and my sipn- hopea that he may prove in very truth a hlewing to his parents, and the pude and comfort of their old age. As for the little fellow himself, I could wish him no sreater happinem than to be born of such parents and in such a home.

Your triend,
Jobin Curlinn.

## Lextins or nirzoduorion

Like letters introduoing acquaintances for husinem purposes, social letters of introduction ehould be given only when the person writing them is satisfied that it will be desirahle for ali parties concerned. Your letter is an endorsement of your friend'e oharacter and qualities and if they are not all that might be desired, it reflects on you.
You may epeak in complimentary terms of your friend, but not in such a way as to make him feei embarrassed in presenting the letter.

## SOCLAL LPATITES

Ropideats ahould frut call upon new netghbor uniens he bringe s lotter of introduction. In that cone the neiv-comer may call first. If a stranger sonds yon a letter of introduction and his or her card, it is your duty to mall the next day, or rond an invitation to call upon you.

The following are examples of lottors of introduction:

Ealifax, X. S., 6th Aprit, 1018

Mr. F. R. BeLden
Ottawn, Ont.
My daez Bir:-This will latroduce to your acquaintance my fitend Mr. Fitpolds, for whom 1 have great eteem, and whom I am mure you will be hyidpy to know.

Any attention you mas have in your power to beatow during his vialt to Breton will bo fratefuliy reciprocated by Your triend,
H. 8. Wamy.

Giace Bay, N. 8., 9th Dec., 1013.
Mr. T. E. Grimin,
Vernon, B. C.
Dear sir:- I seke smuch pleacure in introducing to you my enteemed triend, Mis Clars Harland, a young lady who will spend a few months in your city. I am aure an ecquaintance with hes will bo a pleanure to you.

Any favor you may bhow her during her atay in your city 1 shall consider - personal one.

Yours ancerely.
Mas. J. H. Howald.
Brandon, Man., 4th May, 1012.
My din Mise Jonmeon:-
My ftrend, Mr. T. E. Carter, purpoaing to make his hosme in your elty, I venture upon the kind hospitality you have alwaye extended to me to introduce him to youreelf and famlly. Truating that the ecquaintence will be at plemant as mitne hat been with both yourself and him,

1 am, very reapectiully,
Your friend and well-whether,
J. F. Glunnoon.

## FTHYAS OF COADORENOS

Letters of condolence are written to express sympathy with those who have suffered loss or bereavement. The task, ospeoially in the latter case. may not be an easy one, for if improperly worded instead of bringing comfort it might only add to the sorrow. The difficulty of the task should not prevent us from performing our duty to the best of our ability.

Let your letter be brief. Show your own sorrow or sympathy in well chosen words.

## SOCIAL LETTHRS

Be conolderate, and omit mentloning namer and the detall of the norrow, as they oniy open afresh the wounds.

Do not try to point out what might havo been if this or that had been done.

Give comfort, or withhold uriting. A fine example occurn in the correspondence of Charles Sumner, and part of hir beautiful letter to Charlemagne Tower on recolving news of the death of Mr. Tower's father, is here given.

My peal Farend:-
Cambridge, Friday Morning, May II, 1839.
The moment I saw the black seal of your letter, my mind anticipated the sorrowful intelligence it lose. Permit me to foin with you in arlef, 1 offer you my aincere nympathies. The loms of a father 1 can only imajine; may God put for fllatant the day when that aftiletion shall come upon met You have been a falthful non, and I know a joy to hia eyel. I reverence the apirit with which you have sacrifleed all your profenolonria and ilterary predilections. You did that for your father's sake, and the thought that you did It on his acconnt muat be to you a aprinit of satisfaction and consolation as ballowed as tbe grief you feel. * *

Belleve me ever your Irue frlend,
CHAuLse Bumexio.

Perhape no better specimen of a letter of condolence can be found than the following, from the pen of the lamented Lincoin. The orlginal letter adorns the walls of a hall in the Coliege of Brasenose, at Oxford, where it is looker' upon wilth deep interest hy American visitors and is treasured by the nuthoritles of the college. It explains itself.

## Executive Manslon,

Washington, Nov. 21, 1864.
Dear Maoay:-
I have been sbown In the files of the War Department a statement of the Adjutant-General of Massachusetts, that you are the mother of five sons who have died aloriously on the field of battle. I feel how weak and frultless must be any word of mine which should attempt to theguile you from the crlef of a loss so overwhelming. But I cannot refrain from tendering to you the consolation that may be found In the thanks of the Republic they died to save. I pray that our Ileavenly Father may assuage the anguish of your hereavement, and leave you only the cherished memory of the loved and $10 . t_{2}$, ad the solemn pride that must be youra to have fald so costiy a ascrifics upon the altar of freedom.

Yours very sincerely and respectfully,

To Kim. Bixby, Boaton, Mass

Abmahar Lincols.

## goctal EETTIERES

## To a Friond on Loes of Elome by Fro

Chatham, Ont., Ist July, 1013.
My dmar Mm. Holme:-
I have fuit learned of your lose of lant evening, and hasten to offes you my sympathy; for, except loes of life, there can bo none creater than that of the home, sound which to many pleasant memories eling, and in which wh heve gathered to many household treanuree which no money can replace. I know elso what a feeling of demolation munt come over you to-day.

Accept my earnest aympathy, and, It I can to any why ald you, do not tall to call upon tue.

## Yourn,

E. A. DEWITY.

To a Friond on tito Doath of a ton<br>Winalpeg, Man., 4th Uct., 1013.

## Mf, Ederne Eacan, <br> Camrone, Alb.

My dear Friend:- It is with deepeat aympathy that I write to you reallsing how profound must be the sorrow when he is taken away who, for $s 0$ many yeara, has been the comfort and pride of a fother's decilning life. Bill e few more days here, and I truat we will all be unlted to trienda who have been mercifully, no douht, taken away from us who mourn here below.

I need hardly say that you can now, more than ever, rely upon my alding you in any way in my power. Your most slncere friend

Charlé D'Omay.

## HyTHRAS OT LOVE AKD COURTAETP

No olase of letters consumes so muoh time and thought, or caures the writer more anxlety than iove letters; however, when true affeotlon prompts the mensage, little guidance will be needed $\ln$ the composition.

The oharm of this correspondence lies in the similarity of tastes, and the tone of earnest affeotion whloh ls given to the menage.

Never Indulge in flattery, hut remember the first element of lastling affeotion is respect.
Ladies espeolally should be careful to preserve their dlgnity. and guard their future reputations when committing anything to paper.
Seeret correspondence should not be Indulged in. Liberty from parents or guardians shouid always be sought first.
We glve no samplee of love letters. No one wouid want to recelve one written in a copled form. If to be without a copy leaves a fellow to make a fcol of himself, better for the other party to find lt out eariy.


## MICROCOFY RESOLUTION TEST CHART

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## SOCIAL LETTERS

## Alding Pormisaton to Oall

## Deak Miss Brev:-

16 Hawley St., March 15, 1004.
Preauming somewhat upon our former ecquaintance, I bope to be pardoned for thls little note, which is to ask permiselon to correspond with you, and also to have the pleasure of calling on you at your home.

Anxiously awalting a fevorable reply,
I am very truly your triend,
Mlss Mary E. Bree, 204 Elm St., City.

Cearlis G, Venn.

## $\triangle$ Favorable Reply

Dear Sin:-
204 Elm St., March 16, 1904.
Our former acquaintance, though not extenslve, has been pleasant, and 1 do not find It in my heart to object to your kind request.

Witb pleasure I subscribe myself,
Your sincere iriend,
Mary E. Bree.

## An Unfavorable Roply

Dear Sir:-
Clty, March 16.
Your very kind note has been duly received, and in reply 1 am permilted to say but this: Although highly flattered by your request, 1 gm not at liberty to grant it. With sincere regards,

I remaln your friend,
Mary E. Barg.
Charles G. Venn, 16 Hawley St.

## From a Centieman to the Father of a Ledy, Requesting Her Find in Marriage

Mr. Jorn Finton,
No. 356 Greenwood Ave.,
Lockport, N. S., 5th Marcb, 1013.
Lockport, N. S.
My dear Sir:- 1 am certain you will not be surprised when I tell you that, through my frequent vislts at your house and your kind hospltallity to me, 1 bave learned to regard your daugbter with a most sincere affection. Knowing that her welfare and happiness must be the first consideration witb you, 1 hasten to acquaint you with my feellngs.

1 am , as you are aware, not lacking in this world'a goods; and, if an honest and sincere affection can secure her happiness, these certalnly shall not be wanting. Will you trust her to me? I anxiously awalt your answer.

Very respectfully,
Clarince Bhat.

## INVITATIONS

## Invitations

Notes of invitation for large gatherings are usually engraved or printed and should be sent at least a week or ten days in advance, and should be written in the third person.
Among friends of iong acquaintance a familiar note is in better taste.
For less informai gatherings, invitations may be sent out nearer the date of the occasion, and need not necessarily be written in the third person.
Notes of invitation for teas, iuncheons and evening parties should be written in the name of the hostess.
The timo-worn oustom of presenting compliments, in an invitation is passing out of usage.
Invitations to dinner, hreakfast, or iuncheon require prompt answers, and the answer should be writtan in the same form as the invitation.
Invitations to receptions or an "At Home" do not require an answer. If the person recoiving an invitation is unabio to attend an "At Home or "Afternoon Tea" it is proper to send her card the afternoon of the occasion.

Wedding invitations should be issued not later than fifteen days, nor earier than four weeks before the date of the ceremong.

They are either engraved or printed (printers now have several fine lines of type that prodince work about equal to engraving) on fine white or oream tinted paper, the correot size of which is about 7ix6\} inches and folds ance to fit the envelope.

## INVITATIONS

## Mr. and Mrs. Henry Coghtilt

of home

Thursday aflenwoom, April 28
from sour until seven octock
Twenty-six Congress $\mathscr{A}_{\text {Le }}$
When a mother and daughters receive, the card is in this form,

$$
\begin{gathered}
\text { Mrs. Henry Coghill, } \\
\text { Tho Miss Cogtioll } \\
\text { at home }
\end{gathered}
$$

Etc.

## Invitation to Evening Party

Mrs. Elliott requests the pleasure of Mr. and Mrs. Shaw's company on the evening of May 4 th at eight o'clock.

14 Kingston Place.

## Invitation to Ride

Mr. Bell would be much pleased if Miss Rennie would accompany him in a drive to Lookout Point this afternoon at two o'clock, May 10 th, 1912.

## ASEWERDIG INVITATIONS

## Accepting Invitation to Lunch

Mrs. William N. Norman
accopA with pleasure

$$
\begin{aligned}
& \text { Mrs. John C. Morgan's } \\
& \text { kind invitation to function } \\
& \text { on Friday, May both } \\
& \text { at own ondoct }
\end{aligned}
$$

## INVITATIONS

## Reply to Familiar Note

Dear Mrs. Harris:-
It give a me much pleasure to accept your kind invitation to luncheon on Tuesday, the ninth, at half-past one o'ciock.

Sincerely yours
Jean A. Patterson.

## Regret in Answer to Invitation to Evening Party

Mr. and Mrs. Shaw regret that owing to the ill health of their little daughter, they are compelled to decline Mrs. Eliot's kind invitation for May fourth.

Maplewoor House.
The ability to gracefully accept or decline an invitation is quite as essential as to know how to write an invitation.

WEDDING INVITATION


(church or home address)
Alt home
Kensington, Stoma

Where a reception fr!!? wows the wedding, a card of medium size is enclosed with the wedding invitation, and may be inscribed thus:


When a wedding has been celehrated with only a few friends present, it is customary to send out announcement cards. They are posted on the day of the wedding to all friends of the bride and groom. The usual form of such announcement reads:


This announcement may be accompanied by a card bearing the joint name of the newly married pair, giving the address of their future home.

## CATMTEG AND BUSTLES CARDS

Visiting Cards for Iedies.-Usually a married lady'e card is larger than the one used by unmarried ladies.

Pure white bristol board of medium weight with the name engraved or printed in script in black ink are the only ones used in good society. Never use bevel or gilt-edged cards or any decorations other than the name, address, and day at home. In small towns the address may be omitted.

CALVING AND BUSINESS CARDS
Untitled Lady's card should never hear any title other than Mrs, or Miss. She is not privileged to use on her card her hushand's professional or dignitary title.

Cards of the most approved style give the full Cliristian name or names as well! as the surname.


## PART III

Contracts, Promissory Notes, Orders,
Receipts, etc.


## CONTBACTS

## CONTRACTS

## 4 timple contrict may be defined as "an agreemeot hy

Which two parties mutually promise and eogagg, or 000 of them only promleen aod eogagee, to the other, to do or ahtalo from dolog some particular act, or to give some partlcular thlog." From thi defioltion it eppears that to coostitute such ao agreemeot there must hu (1) the reciprocal or mutual assent of two or more persons; (2) a good and valld coosideration, and (3) somethlog to he done or omitted to he done which is the ohjech of the coocract. Io these requisites there are lavolved two voditions: (0) that the assentlog parties shall he competent to contract, and (b) that the ohject of tho cootract aball he lo Itseli' legal. There of whom or each of ef inteotion hetween the partles, ooe Who $00 \mathrm{~h} / \mathrm{s}$ part accepte promleee somethlog to the other, the promise is called the " promiee. The pirty makiog the promise is made, the "promisor," and the party to whom bouod to the other hy a "promisee." Each party may he a cantractor hires a workman tual contract." For example, hy the month, or hy the piece, work dooe. The workmao are, aod agrees to pay for the cootractor agrees to pay. agrees to do the Work, and the their mutual promises con. Each promises the other, aod of each helog the "consider a cootract, the "promise" other. When the contract brion for the promise of the to be "anilateral," for exams ooe jsity only, it is said sarety for another. A saye to where a persoo hecomes this mao as a collector for $\mathrm{B}_{\mathrm{c}}$ " If you choose to employ for all such sums as he shall week, I will he responsihle That would he a unifateral receive during that time." hut $B$ not heing bound to contract, A being houod hy it, $B$ employs the man, then the employ the man. 1f, however, hioding 00 A . minor may sue upon case of a contract by a "minor." a cannot he sued; for " contract made with him, thongh he In the case of a cootract is a pergonal privilege. So i a cootract required hy law to be lo writing

## CONTRACTS

and slgned. If one of the partlon afgns the contract he may be aued upon lt hy the other, whlle the other party cannot be sued becaume he did not sign.

Contracts have heen divided into three classelb, namely, (1) simple contracty, (2) contracts nnder neal, and (3) comIracts of record. These dietinctlons aro only an to the mude of formation, and do not affect the subatance of the contract, lts method of enforcement, or any action founded upon It. "Slmple contracts" are subdivided Into two classes, namely, contracte formed by agreemeat, and contracts which are Implled in law. But a concurrence of intention, a promise or offer, and a conalderation, are casential elements In both ciansen. The contracting partien must agree or have The same Inteation concerning the matter agreed upon, for If one of the parties has not agreed to all ita terma, there Is no contract. If there da a " mutual miatake," the contract will sot be binding.

The representations of fact on which a contract is founded must be substantlaily true. Where a representation of fact le made by one person to another, with the intention of inducling hlm to act, and the party to whom the representatlon ls made does act upon It, and the representation turns out to he untrue, the contract may be avolded upon that ground.

The "consideration" for the promise may be expreased or Implled. A promise merely "volnatary," that is, made without consideration, is not binding In law, if the agreement is In the form of a simple contract. But a contrnct or prumlse Wlthout any consideration expressed, may be made blnding by using the formality or solemnity of afilxing a seal after the name of each contracting party. Even in tho case of a promlssory note, the party giving the note will not be llable upon it to the party to whom it was given if there was no conslderation. But if the note passes Into the hands of a thlrd party for value, he can enforce payment agalnst both the maker and endorser. Considerations are said to be "fisecnted" where something is paid, or some aet is done in return for the "promise"; or they are "exeentory," which means a promise to do or to give something in consideration for the promise made hy the

## CONTRACTS

other parts. In such cases the contract is uanaliy desoribed as conalating of "mutual promines," tbe promise of one party being tbe ccnalderation for the promise of the other. A promise made for a "pant" consideration cannot he enforced uolens it is under seal. The above is stated mainly witb reference to stmple contracts by agreement betwecu partlen.
Tbere are also "Implied contracty," or simple contracta arisiog by implicaition of law. It a man purcbases goods the law implies a contract to pay for tbem, etc. The only difference between an expressed and an lmplied contract is in the mode of proof. An expressed contract is proved by direct evidence, an implied contract by clrcum. stantial evidence. But ry expressed contract necessarily supersedes and excludes any implicotion as to the mattera wblcb are expressed. Agreement. creating contrncts may he in writing, and in many canes they are required by law to be expressed in writing; for example, an agreement for tbe sale of land, or an agreement to become surety for anotber. Agreements expressed in writing are subject to the rules of construction relating to written documents.
A contract may be created by correspondenco between two parties. One letter, or several lettern taken together, may constitute an offer, and one or several letters in reply may constitute an acceptance of the offer. When the letters result In a final and definite offer and acceptance of certa!n specified tirms and conditions, a contract is tberehy created. Material representations, made for the purpose of inducing another to enter into a contract, if untrue, may furnish sufficient grounds for afterwards avolding it.

Where an offer is mado or accepted by an "agent," It is of the same validity es 1 it made hy a principal; but the person seeking so hold tbe principal liable must prove tbit tbe party witb whom he contracted was the agent of tue person against wbor he is enforcing the contract. Tbe defence may show, however, that the agent was not acting within tbe scope of bls authority.
An offer may be made, limited to a fixed time. If not accepted witbin tbat time, tbere is no contract. Such an offer may coostitute wbat is called an "ojtion." Indeed, tbe words "offer" and "option" mean practically tbe same

## CONTRACTS

thing. But the offer or option may be withdrawn by the pereon who made It at any tlme before acceptance. If, however, the person to whom the offer le mede has glven any consideration for lt, then the optlon wili be binding, and cannot be withdrawn before the tlme fixed. An offer cannot be revoked after it bae been accepted by the other party. A revocation to be effective should be communicated to the other party before acceptance. A letter of revocation, although dated and posted before the accertance, will not be effective if not received until after the acceptance. On the same principie, an acceptance of an offer may be witbdrawn before it is communicated. After the acceptance has been communicated to the party making the offer, it cennot be revoked without bis consent. A contract for the sale of land is deemed to he completa at the time of the acceptance of the offer. After a contract for the sale of goods is accepted the property ln the goode passes to the buyer, as from the dete of the acceptance.
Simple contracts arielng Independently of agreement, that is, contracts implied in law, include transactions affecting the parties by imposing a liablity on the one slde, and a correlatlve right on the other.
Contracts "impifed in law" lnclude the following, nameiy: debts for money pald by one party for the use or beneft of anotber, debts for money received by one party for the use of another, debte for money round to be due upon accounts etated between the parties, sucb liabilities being recognized in the courts as simple contract debte. When eeveral pereons are "co-debtors" for the same debt or liability whicb as between themselves is payable in several sbares, and one is compelled to pay the wbole, or a part greater than his ehare, he le entitled to recover from each of the others a "contribntion" or proportion of the excess beyond bis own ehare, as a debt for money peid; as where one of several owners of land subject to a rent cherge or a tax ls made to pay the whole, be has a right to cialm contribution from the others. Where several persons ar, "co-snreties" for the same debt, and one of them le called upon to pay more than his ehare, he has prima facie, and subject to any epecial agreement between them, the right to "contribntion" from

## CONTBACTS

the others proportionately to the amounts for which each is a eurety. This right the surety who pays can enforce against his co-euretiee in an action for money pald. The above are examples of implied contracts.
Contracts under seal are formed hy a deed seaied and deilvered. They involve an agreement, inasmuch as the parties, hy executing the deed, agree to the matter contained in it , hut they derive their legal effect from the formality of the seal which is used to witness the agreement, and not, like simpie contracts, from the mere fact of the agreement. In general it le optional with the parties to put agreements into the form of a deed under seal. But agreements as to some matters and for aome purpoees are required hy law to he made hy deed.
A "volnntary" or gratuitous promise, that is, one made without a consideration, is vold of legal effect, unless made hy deed. A deed is a writing or instrument written, sealed, and delivered, to prove and testify the agreement of the parties whose deed it is to the things contained in it. The execntion and dellvery of a deed may he attested hy a witness, who signs a formal etatement, written on the deed, to the effect that it was signed, sealed and delivered in his presence. A party to the transaction should not he an atteeting witnees. But the parties may ewear to the execution of the deed. A deed takes effect from the dellvery. It is presumed to have heen delivered on the day on which it is dated, hut it may he proved that it was delivered on a different day. The date of execntion governs the interpretation of expressions of time not otherwise definitely fixed. Where parties to a deed contemplate that it shall he executed hy all the pereons named therein, it is not hinding upon an executing party if that condition is not complied with. The delivery of a deed may he made npon a condition, so that the delivery is not complete and the deed not hinding until the condition is satisfied. It is then cailed an "escrow." Deifvery as an escrow may he made whilst the party retains the deed in his own possession, or upon deilvery of possession to a third party, or to the solicitor of the other party. Upon performance of the condition, such as the payment of money, or the procuring or registration of a discharge of

## CONTRACTS

mortgage, the deed becomes effective from the dato of the original delivery.

A deed made between two or more partiea is usualiy called an "Indentare," because originally made in duplicate on one sheet, and cut apart with edges indented so as to fit tnto each other.

A "deed poll," so called because the edges were cut smooth or polied, is a deed made by one party only. The promisee does not execute the deed, hut is Identified by name or designation in the body of it, and is entitied to take the henefit of the deed subject to the conditions and provisoes therein expressed.

Contract of Record. A "record" is a memoriai or entry of the acts or proceedings of a court of record. The enrolment, or entry in the roll of the court, 18 essentiai to constitute the record. A record is conciusive of its contents and admits no averment or proof to the contrary. The "judgment " In an action, when finai, is entered upon the roli of the court containing the record of the action. After the commencement of an action the parties may come to an agreement as to the entry of a judgment. A judgment for payment of a certain sum of money may be treated as a distinct debt or claim on which a new action may be brought. The judgment of a court of record merges or extinguishes the caus? of action, on which it was founded, and the judgment is a bar to the original cause of action. The cause of action is changed into a matter of record, which is of a higher nature, and the inferior remedy is merged in the higher.
Agreements Made In Writing. By the Statute iaw some contracts are required to be made in writing. The " Statute of Frauds" is the most important of those which require a written contract. That statute, which was passed in the reign of Charies the Second, contains a number of provisions which make it essential that at least five classes of contracts shall be in writing and signed by the parties. They are (1) A spectal promise to answer for the debt, defanit or miscarriage of another. The promise must be made to the person to whom another is answerable, and it must he a promise to answer for a deht of, or a defauit in, some duty by that other person towards the promisee. This provision applies to such

## CONTRACTS

cases as where a man promlees to be answerable for the eafe using, delivery, and return of a horse borrowed by another. Or a promlee to lndemnify another from the consequencee of becoming bail for a third person ln a civil action. (2) Any contract for the sale of lands or tenements, or any interest in or concerning them. Thls refers to agreemente not operating ae an lmmedlate tranefer or conveyance of land, such ae a contract to execute a grant, transfer, or conveyance at eome subsequent period. But if there hae been a " part performance" of an unwritten agreemont, euch as to place the partlee $\ln$ a different position from that $\ln$ whlch they wouid have been if there had been no contract, the contract may be enforced. For example, where a verbal contract ls made for the sale of land, and the purchaser has taken posseesion, the court wlll compel him to carry out the contract notwithstanding that there is no written agreement. The statute includes contracte for the sale of any "Intereet" In lands or tenementa Certaln leasehold agreements, agreements to make aiterations and repairs in buidings, and agreements for the eale of growing tlmber and underwood, are required to be $\ln$ writing and signed. (3) Any agreement which is not to be performed within a year from the making thereof. This extends to ali contracts which are not, by the terms of them, to be fully and completely executed within a year. A part performance of euch a contract wlll not make it binding. For example, a person who verbally agrees to take a literary work puvisned in numbers, whlch wae not intended to be completed in a year, and who has taken several of the numbers, cannot be held liable upon the contract as to the remainder. A verbal contract for a year's service, to commence on a future day, is not binding. A verbal contract not to carry on the same kind of businese within five miles ls not binding. (4) Any promise by an executor or an administrator to render his own estate llable for damages. The promise of an executor or an administrator to pay adebt of the testator or intestate is a mere nudum-pactum and does not impose any personal liability, uniess there ls some consideration for the promise. (5) Any agreement made in consideration of marriage. For exampie, if a father promises $A$ that

## contilarts

he will glve hls daughter $\$ 1,000$ if A marries her, must be in writlng. Ali promlees and agreements made hy one person In conslderation of the completion of a mnrriage by another must be in writing. A promise by a husband before marrlage that he will make some provision for his wife in his wlit cannot be enforced if not made In writlng. In addltion to the above there is also a provision in the Statute of Frauds with regard to the sale of goode, which says, "No contract for the sale of any goods, wares, or merchandlse, for the price of 10 ponnds sterllng (ln onr Canadlan Statnte 440 ) shall be allowed to be good, except the bnyer shall accept part of the goods so sold and actuaily recelve the same, or give something in earnest to bind the bargain, or in part payment, or uniess some note or memorandum ln writing of the bargain be made and slgned by the parties to be charged, or their agents thereunto lawfuiiy authorized." This provision was held not to extend to contracts for the sale of goods not manufactured. To remedy this, a etatute was subsequentiy passed, which made the provision appllcable, notwithstanding that the goods were intended to he dellvered at some future tlme, or were not at the tlme of the contract actuaily provided or fit for delivery. Or course, if the goods are delivered at the tlme of sale, thire is an implled or expressed contract on the part of the purchaser to pay the price, or the value, if no price is epecifled, which can be enforced hy action. The memorandum in writing need not be a formai contract. It is sufficient if the terms of the contract can he ascertained from the written proposal. A fter may be interpreted hy the ald of other letters. But the names of the partiee and the terms of the contract must appear from the writing or writings.
Illegnl Contracts. An agreement may involve some matter or purpoee which is lilegal, and which renders it void. The hurden of establishing illegality rests upon the party assertIng it. A contract may be 11 legai at common law, or it may be lilegal becauee it violates some statute. Iliegal contracts include such agreements as are contrary to "public poilcy" and morallty. Publle policy requires that a contract to commalt a crime, or to give a reward to another to commlt a crime, shall be necessarlly void. The courts have carrled

## CONTRACTS

tbis principle still farther, by bolding tbat contracts to commit an immoral act, or to give money or reward to another to commit an immoral act, or to do sometbing against tbe general rulea of morality, aball be void. A contract la void if probibited by statute, tbougb tbe etatute lnficte a penalty only, tbe sole question being wbetber tbe statute meana to probiblt tbe commission of tbe act.
Contracts Against Pnblic Policy. Any agreement tending to-interfere witb, or to unduly influence, the legislature, or the government, ie illegal and vold. For example, a promise to a member of tbe legisiature in consideration of bis giving or witbbolding bis vote upon a blll before Parliament. Any agreement invoiving bribery, or undue influence, at the election of a member of Parilament, or at any election for munlcipal office, ia illegal and void. An agreoment to create a "monopoly" is againat public policy, and tberefore vold. A contract to pay a man for burning a building, or a contract to pay for printing a libelloue book, ie vold.

Agreements in Restraint of Trade. In contracts for tbe formation or diasolution of a partnerebip, or for tbe employment of an agent or servant in a particular trade or busineaa, or for the saie of tbe "good will" of a businesa, stipulationa are frequently made - straining a party from trading or doing businesa witbin certain limita. In so far as aucb reatrictions are neceesary for protecting tbe interest of the person purcbasing, tbey will be upbeld and enforced. But an agreement "in restraint of trade" is bad if "nnreason. able"; it may be made reasonable by limitations of time or apace. Tbe queation of "reasonableness" le a question of law. The court muat construe the provisions of the agreement and $d$ iermine wbetber it ie reasonable or unreaconable. If an agreement in restraint of trade is ifmited in point of "time." it is not necessarily bad if unlimited in "apace," and a restraint wbicb io limited as to epace may be unilmited as to tbe time of ita continuance.

Void and Voldable Contracts. A contract whicb is "vold" baa no legal effect, and binda neitber party. A contract whicb one of tbe parties may set aelde under certain conditiona ia "voldable" only, but unleaa and until set aelde it is binding on both parties. A party may acquieace in a vold-

## CONTRACTS

abls agrasment. A void contract is a nullity ab-initio. Ths ditinction batween ths terms "void" and "voidabls" in thsir application to contracts is oftan ona of great practlcai importancs. A vold contract is incapabls of confirmation or ratifluation. A voldabla contract may ba conflrmed by tha party who can avoid it. A contract which is contrary to positiva iaw, or which violates principies of common morailty, or public poilcy, cannot bs enforced or confirmed. A contract to pay a man a sum of money if ha wili assauit or imprison another, an agreament to indemnify a shsriff from ths pacuniary consequences of permitting a prisongr to escape, and all contracts or agreements mads for obstructing or Interfering with the administration of public juatics, ars utterly null and void.

Contracts by Minors, Lnnatics and Persons who are andsr Restraint. At the common iaw, contracte nads by a parson during infancy, axcept for "necessarlas," v.ers as a gensral ruia voldahla; that ls , the infant might refuss to ba bound by ths contract. But after coming of aga ha might givs vaildity to tha contract by a naw promisa, or by any othar ratification. A contract mada by an infant (a person undsr 21 years of aga) prefudicial to hlm, is absolutely vold. By an Imperial Statuta passed in 1874, all contracts entered into hy infants for ths repsyment of money ient or to ba lent, or for goods suppiled or to ba suppiled-other than contracts for necessaries-ara dsciared to bs absolutely void, and any promiss made by an infant aftel coming of ags to pay a debt contracted during infancy, or any ratification mads aftsr fuil age, of any contract mads during infancy, cannot be enforced.
Under the Ontario Insurnnce Act, a minor who ls 15 years of aga may insure his life for his own benefit, or for tha benefit of his father, mother, brother, or sister, and any premium notes given hy such minor will be valld and enforceahie. The act respecting apprentices and minors makes infants who are over the age of 16 years, and not iiving with their parents or guardians, fiable on their contracts for work or services. The contracts of an "insana" person are of no vaidity. It is sufficient if the party is incapabla of understanding the contract when its purport is explained

## CONTRACT8.

to him. But a contract made with an insane permon may be ratilisd by him when he recovers his anity. The partien seskiog is avoid the contract must prove the insanity. The fomanity of a principal revoker the authority of his agent.
Limitation of Actions. The right of action for a hreach of contract may hs harred by ths Statute of Limitatioos. On simple cootract., the action must hs commencad withio aix years after the cause of action arose, hut maoy classss of actions are limited hy special statutes. As a gensral ruis an action upoo a bond or other cootract undsr seal may hs commeoced at any time within 20 years after the cause of actiou aross. But actions upon covsoants cootaingd in a mortgags are ifmited to 10 years by Canadian Statutes, and to 12 years under ths Eoglish Real Property Limitatioo Act. As a general rule the tims begins to run from a hreach of the
contract.

Performance.-A persoo who uodertakes to perform a job of work hy special contract, must parform his cootract befors hs is entitied to his pay. If a persoo is hirsd for six months, or other defloite time, and leavss hefore the snd of it, without reasonahle cause, hs losss his right to wages for the psriod hs has served. But if hs is dismissed without causs he can recover for the whole term-at its expiration-less what hs has been ahls to earn sioce dismissal, if anythlog; it is his duty to seek other employment and thus reduce the amount of damages. It is no sufficieot cause for ahaodonlog oos's cootract, that he was put upoo work not cootemplated at ths time the contract was roade, uoless his cootract cails for specisic kind of work; hut if he is prevented hy sickness from laboring during ths stipulated period, hs may recover for his services as much as his services were worth, for the tims he lahored, though thers ars some exceptions to this rule.
Rescinding-io general, a cootract cannot he rescinded, uoless hy conseot of both partiss, except in case of fraud. A party haviog a right to rescind a cootract, must exercise the right within a reasonahie tims.

Whare parties agree to rescind a sale once made and perfected without fraud, the same formalitiss of dellvery, stc.,

## CONTHACTS

are necessary to revest the property in the original vendor, which were necessary to pass it from him to the vendee.

Tender. - A tender of payment does not bar, or extinguish the debt; for the debtor is still liable to pay it, but it bars the clain to subsequent damages, interest and costs of defense against the plaintiff. A debtor should tender the full amount of the debt witb the interest and costs wbich have

Damages. - The general rule of law respecting the measure of damages is, that where an injury bas been sustained, for whicb the law gives a remedy, that remedy sball be commensurate with the injury sustained.

## HOW A CONTRACT SHOULD BE WRITTHN

Pon and Int Should Be Used in writing a contract, but the use of a pencil will not render the contract invalid. The contract should be written in plain and unequivocal language, and tbe law does not in general require a formal contract drawn up with tecbnical precision.

Oral Agreements netween master and servant for one year or under are binding.

The Contract Should Be Dated, and care should be taken that the date be not a Sunday. Holidays are on a different basis from Sunday. It is said tbat a holiday is a privilege, not a duty, and probably contracts made on a holiday are legal, unless expressly forbidden by statute. But a contract made on Sundiay may be ratified. another day and thereby made effective $A$ will dated on Sunday is not invalid.
Erasures or Interlineations made in the body of the contract should be initialed by the witness to the document to indicate that they had been made before the contract was signed.
sany Material Alteration in the contract after it is sigced, if

## CONTRACTS

made by a party to the contract without the consent of the other party will dlecharge the contract

Contracts bhould be prepered and signed in dupilcete, triplj. cate, etc., according to the number of persons concerned in them. Each party should be furnished with a copy.
It is the prcsumption of the law that a pereon In making a contract intends to bind not only himself but hle legal representatives. Such representatives inay therefore elle or be sued on a contract, although not named in it.
Letters May Constitute a Contract, If a letter containing an offer is anowered by another, accepting $\mathbf{i t}, \mathrm{t}$.e two lettere taken together constitute the written contract. If an order for goods If eent end filled it is a written contract as far as the writer is concerned, but not as to tho other perty. A telegram in the eame way may be a written contrect.

## Agreement, (General Form)

Aorerment, mads thls tenth day of June. 1912, betwsen Wm. Gill ol the village of Bethuan In the county of Regina and province ot Saskatclawan, party of ths one part, and IIenry Clay of the villags of Regina, In the county of Reglnia, and province of Sabkatehewan, party of the other part.

Whereas [insert recitals if any].
Now this agreement witnesseth that [In conslderation of. (a)] the partles hereto for themelves adminlatrators nnd assigns, respectively, (heira), (b) executors, ectively, mutually covenant and
(When more than two partles covenant, substltute for tho above): Witnesseth, that In conslderation of (ths premiser and of) (one) dollar now pald by each of the partles hercto to thas other of them respectlvely, they, the partles hereto, for themselves, by respectlvely coven helrs, executors and administrators, do hereexecutors, admindstrators and agree with the other of them, hls helre,

That [here insert particulars of agrecment].
In Wifness Whereof, the sald partles have hereunto their

WM. Gill. Haray Clay.

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Signed, sealed and dellvered in the presence of
    Arthur Watron
    Richard Bryson
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## CONTRACTS

(a) If an inmirument is not under meni, the aclual conalderation neet not tated; bul if It if under meal the actual conalderation elderution, or in be menlioned, and the real in and to "import" contion has passed, and evidence that prima facle an actual conaldernmunt be piven before n Court no conaldorallon aclialiy panaed abencs of consideralion, an invisument aside on the ground of to mate $n$ nominat connlderatlon $\begin{gathered}\text { nent under seal. It la usual }\end{gathered}$ mitruments under meal.
(h) In an Instrument relating
waing in real property the word

## AGREEMENT BETWEEN EMPLOYER AND EMPLOYEE <br> Master and Servant, Clerk, or Workman

Aoresment, made the fourth day of Aprli, 1912, between John Reld of St. Jolins, herrinafter colled the eniployer (or manter), of employe (or und Jumes Gove of Ifalifax. herelnafter called the

The aald Jaman, clerk, cte.) of the other part. fully, honestly and diligencovenunts and agrees that he will faltha clerk, In the employer's businese the employer In the capaclty of In the (town) of \$1. Johns, and (or profeasion) of a etorekecper labour, akill and attention to much he will devote his entire time. and proper orders and directione employment and obey the lawful or partners between the hours of of the employer and him partner slx o'clock in the nflernoon, save elght occlock in the forenoon and that the sald hours are to be the hours of ent......................and

And in conslderation of aut agrees to pay lo the employee service the employer covenants and and In each and every (week) se stim of (\$10.00) Ten dollars for the employer's service, beginning on the employee shali remain in
the firat day of May next. hereto glving the other party may be terminated by either party the option of the cmployer, on paymat notice (In writing) or, al employee Iwo (weekn') wa, on payment by the employer to the

In Wuness Whereof, the (or al may be agreed)
parties hereto have hereunto set their
John Reid.
Waler Paul in the presence of

OFFER TO PURCHASE OR SELL LAND
To Henry Hart of New Westminater, B. C.
I hereby make you, or your ussigns, th
shall be open for acceptance in writing tolfowing offer, which fourth day of Aprif, 1912, but no longer: until ten oclock on the I offer to (purchane
parcel of land, situate, ctc, for may be) all that certaln

## CONTHACTH

dollure payahie an follown The num of...... dollarn on the at it as part of tho convaleruthorm .......... (tollars;) the further sum of eximting mortgate for neecptance of titlo and dellvery of eonveyance:.... dollara on the mum of ,........., dollarn to be with Interent on the mortgaise secarial by u mortgaige on the latid, hereof at tho rute of tive per
 a bar of dower, If agrexd, and to incumbrance, and to contaln ixerelved ufter (ono montlix default unon a power of sale th the (llero atuto any other mpeclul provisionm.. ........ day'm uotlee),

The vendor shall may ceptance), after whlch they proportion of taxem to (date of ac-
ine puld by the purchawer.
tenancles, and shall be enthe maid property nubject to exlsting neceptance, and shall pay to the to all rents from the dato of the exlsting Insurance premlume vendur the undarned portlon of

The vendor sliull not be bound
ur any decdu, euples of deudx, or to produco wny abstraet of title cept auch as are in ham frosession.

The pureliaser to moureh
havo tifteen dayn from the diote of at his own expense, and to kimall be dremed to have itceepted acceptance to examlue It, and objectlons mate within that tim title except as to any uritten thiat timo the vendor shalt have It any objectlon le mitde within but it the be unnble or buwilling to reasonable tome to remove it: any internedlate corresponden to to $\boldsymbol{N}$, he mas; notwltistanding the dupostt, and shall not be llate eaneel the contract und return penses Incurred by him.

Thls offer, If acceptel as (hali, shall. With such atcceptance, be strletly o: the casence hereot purchase und sale, and thme shall

In Witncse Whereof, 1 have
thls twentleth day of March, 1912 reunto set my hand (and seal)
Witness: Paul Mcdouoal.
Flovo Jones.
ACCEPTANCE OF OFFER.
I Hereby Acrept the above offer, and agree to fulfil the terms thercot.

In Witness Whereof, 1 have hereunto set my hand (and seal) thls 19....

Witness :

## PHOMISSORY NOTE

## PROMISSORY NOTES AND BILLS OF EXCHANGE

"A Prominnory Note is an unconditional promine in writing made hy one person to another, signud hy the maker, ongasIng to pay on demand, or at a axed or determinahle future time, a sum certain in money, to, or to the order of, a epsellied person, or to hearer."
(1) It will he noted that the promise munt he "uncondtHonal," that is, it munt he subject to conditions other than presentment for payment, protes. and notice of dishonour, in so tar as these conditions attach to negotiahis paper, it any condition is inserted in the instrument, it may render it vold as a noie, althoush it may, when accepted and acted upon, he valid as an agremment or as evidence of an agreement.
(2) The writiog must contain a "promitie" engagtog to pay. An l.O.U. eontalning a promise to pay, is a promissory note. For example, "I.O.U. $\$ 100$, to he pald on the 22nd instant," signed and delivered, was held to he a promissory note. But a writing in the form, "Cond to A.B. for $\$ 100$, on demandi" Is not a promissory note.
(3) The promise must he "In writing," and must he "made hy one person to soother." A letter or writing given hy A to $B$ undertaking to pay $C$ a sum of money, cannot te sued upon as a promissory note, althol gh it may he used as evidence of a contract to pay money to $\mathbf{C}$.
(4) It must be "signed hy the maker." The signature of aoy party may he made by a duly authorized agent, and the authority of the agent may he estahished as in all other cases. Eaeh partner is the agent for tho frm, and may sign the partnership name to promissory notes for partoership business. The signature to a note must he that of the principal, or the agent must state that he signs on hehalf of the prinelpal. A general power to sign notes, etc., and to superintend, manage and direct the affairs of the prioelpal, gives the agent power to slgn or eodorse notes.
(5) "On demand," on "at a fixed or determinahle inture Ime." A note must not he expressed to he payahie on a

## 1hosiasouy notem

contingency. A conditional writing or Instrument does not becoms a note upon the fuifimeut of condilion, it must be berfect instrument wbsn delivered or insued, and it numes
(6) It munt also promise to pay Ths following are not promitary num certain fa money." the dellnition: A promise to pay noter-not complying with A promise to pay " in cash or by olit of a partieuiar fund." athough it misy be good as en mortgage upon real estate," "half in cath and half in goods." A promise to pay payahis in Chicago in Amode. A note made In Canada $r$. ney must be payahie to aoriean currency le Ruod, Tho at note may be drawn payabien "upectited person or to bearer." Is endorsed by him it hocomes to the maker's order. When it hut not until it is so endo sed valid noto payabio to bearer.
Special Featerms One inherent quality of promissory note and bilif of exchanget is their " negotimblilty." A negotlabic It is payable to hearer, or hy bo tranuferrud by delivery, if It is made payable to order endormoment and dellvery, io $^{\circ}$ deht or money represented hy The Inetrument Itsolf and tbs one person to another. The mare thus transferred from of a bill engages tbat he will per of a noto or the acceptor He is the principal debtor pay it aecording to its tenor. It will be paid according. Bach ondoreer engages tbat disbonoured he will ing to its tenor, and that if it is sequent endorser who compensaif the hoider or any unbproceedings on dieho is compelled to pay it, if the requisite from denying the genuine are duly taken. He te cetopped signature, and be is precluded and regularity of the maker'e endorseo or bona-fide boider that denying to a subeequent time of bls endorsement a velld and hll or note was at tbe and tbat he had tben a good and suhsleting instrument, may relleve himeelf from pereonal to it. But an endoreer worde, "without recouree" or worde bity by writing tbe meaning, after bls elgne, or worde baving some elmllar notee payable on "demand". Witb the exception of bills or able at the time mentioned, they do not beeome due and paythird day after tbe $c$.te in them, and are not due untll the added-called "days of erec payment. The three daya $86 a$

## PIUMISSORY NOTES

except wbere the bill or noto is payable on demand. When the last of the three days falls on a Sunday or on a legai hoilday, then the day next following, not belng a legal boliday, shall be the last day of grnce, and a bill or note is not "dishonoured" and cannot be legally protested for nonbayment unless it is prisented at the place of payment named in it for payment, on the last business hour of the last day of grace. When a promissory note becomes due and is not paid when it is duly presented for payment, it is said to be "dishonoured," and may be "protested." Where a bill or note is made payable at a particular place, it must be presented for payment at that place, but if no place of payment is specified, "presentment for payment" is not necessary in order to hold the maker liable; and a presentment at the place mentioned in the note, or if no place be mentioned, a presentment to the maker for payment, is sufficient in all cases to hold the endorsers llable. When a place of payment is mentioned by memorandum only, presentment at tbat place is sufficient. An endorser becomes liable to cvery subsequent holder to tho same extent as the maker. Where a note payable on demand has been endorsed it must be presented for payment within a "reasonable time," after the makin of tbe instrument. In determining wbat is a reasonable time, regard must be bad to tbe nature of the instrument, the usage of trade, and the facts of the particular case. If a bill or note, payable on demand, is not presented within $n$ reasonable time, the endorsers, if any, are discharged. But where a note bas been given, with the assent of the eudorser or endorsers, as a "collateral or continning secnrity," it need not be presented for payment so long as it is beld ns such security. When a promissory note becomes due and is not paid, it may be "protested" by tbe bolder for non-payment, and notice of protest or of the non-payment (where there has not been any protest), must je sent to each endorser. But in order to render the acceptor of a bill or the maker of a note liable it is not necessary to protest it. A bill or note drawn and payable within Canada is called an "lniand Bill." It is not neces. sary to protest an Iniand Bill except in the Province of Quebec. A protest of any bill or note within Canada, and

## 1-ROMISSORY NOTES

any copy thereot as copled by a notary or justlce of the peace, shall in any action be prima-facie evidence of presentation and disbonour, and also of service of notlce of such presentation and dishonour as stated in such protest.
It is usual to send a notice to tbe maker also, but it is not necessary, as be can only relieve himself from liabllity by payment, and cannot object tbat he has not received notice or tbat tbe note has not been protested. The notice of non-payment (called Notlce of Disbonour) must be mailed or delivered not later than by noon of the day following the day when the bill or note becomes due. Tbe statute says, (Sectlon 97), "Notice of disbonour, in order to be valld and effectual, must be given not later than the jurldical or business day next following tbe disbonour of the note." It must be given by or on behalf of the holder, or of an endorser, who ls liable to the bolder, etc.
A note or bill payable "at sight," or at a fixed period "after sight," must be "presented" for payment. Days of grice are allowed in the case of notes or bills payable at or after sight. A slght draft (whicb is anot's name for a bill of Excbange) presented and accepted on the 18t of March, is due on the 4th of March. A note payable " at sigbt," presented for payment, is due on the tbird day after presentation. A bill or note, made payable 30 days "after sigbt." is due and payable on the 33rd day after presentment. Every bill or note made payable at a montb, or months, after date, becomes due on the same numbered day of the month In wbich it is made payable, as the day on which it is dated, unless there is no such day in the month in which it is made payable, in which case it becomes due on the last day of thst month, with the addition, in all cases, of "dsys of grace." A note dated the 29 th or 30 th of November, payable In three montbs, will be due on tbe 3rd of March following, whether the year is leap year or not.
Joint Notes. A promissory note may be made by two or more makers and they may be liable tbereon "jointly" or " jointly and severally." Where a note reads "I promise to pay." and ls signed by two or more persons, it is deemed to be their " joint and several note." But if the note reads, "We

## PROMISSORY NOTES

promise to pay," and is signed by two or more persons, it is deemed to be their joint note oniy.

Judgment against one of the makers of a "joiut" note discharges the other. This is not the resuit if the note be " joint and several." If a note reads, " 1 , David Jones, promise to pay," and is signed by Thompson as weil as hy Jones, Thompson may thus render himself liable as nn "endorser." An "accommodation" maker of a note, or acceptor of a bili, is a person who has signed vithout receiving any value therefor, and mereiy for the purpose of lending his name to some other person. An accommoda. tion maker or acceptor is linhte to a holder for value, and it is immaterial, whether the hoider, when he took the hill or note, knew the acceptor or maker to he an accomnodation party or not. Where an "overdue" note or hili is negotiated, it is taken subject to any defect of titie affecting it at maturity, and thenceforwnrd no person who takes it can acquire or give a better titie than the person had from whom he took it.

A note or hill payahie "on demand" is deemed to he overdue when it has been in circulation for an "unrcasonable iength of time." In other esses, a hill or note is overdue after the expiration of the last day of grace. The hili or note shouid have been paid when due. The fact that it has not heen paid is "notice" sufficient to put the person who takes the overdue instrument upon inquiry as to defect of title and as to any equitahie defences which the maker or acceptor or endorsers may have.
The law appicable to hilis and notes is the same. The "acceptor" of a hill or draft is in the same position as the "maker" of a note. Each promises to pay at or before maturity according to the tenor of the instrument.
$\$ 500.00$
Toronto, Ont.
On demand (or three months after date, or after sight), $I$ (or we) promise to pay to the order of Five Hundred Dollars at the Bank of Hamilton, Toronto. Value received.
No. ........ Due
(The words "Value received" are not essentiai.)

## PROMISSORY NOTES

In Case of Fraud, Theft or Rohbery, if the instrument had never been given force by the maker by deilvery and he was not guilty of negilgence, there could he no recovery; in such case the aote would never have bad any legal existeaco. But tbe silightest negilgence renders the maker liabio, for instance, if tbe maker of a note ifter completing it retnins it in bis possession, no matter how securcly, he is, according to sor authorities, others contra, liabic to a holder in good faith, or, as he ls commoniy termed, a hona fide hoider, aithough it was piaced in circuiation through fraud, theft or rohbery.

Incompleted Notes,-if a aote is executed and delivered with the amount left hlank, the parties who sign or endorse it wili be houad to a bona fide hoider for any amount tbat may bo filled ia.

If a Party Entrusts His Signatnre on a Blank Paper to another to fill ia some note, he wlli he bound to a bona fide hoider though the other filis in an entlrely different note than agreed. But if a person writes his name on a blank paper witbout aay intention of having it filied out, and another obtains it and writes a note ahovo the name, it wili not he hiading even ia the hands of $n$ holder in good faith.

Llabllity of Endorsers.-Ali the persons who have endorsed a note are liable for the amount due; but oniy one satisfaction can he recovered. if one indorser is obilged to pay the debt he caa generaliy look to the other person or endorser for thelr proportioa.

An Indorser May Avold Llabllity hy writing " without recourse" on the back of the aote with his slgaature.

To Make the Indorser of a Note Responslble, the note must he preseated and payment demanded of the maker on tbe day it hecomes due.

Protest.-A protest of $n$ note 1 s a formal statement hy a notary that the note was presented for payment and paymeat refused. When a note is not duiy paid on presentation,

## PROMISSORY NOTES

it is said to be "dishonored" and is taken to a notary public, who egain presents it, is not peid, he notee its non-payment, and afterwards drsws out a formal protest, thet legel proceedings may he taken for recovering the nmount due.

Protest is unnecessary, the certificate of the notary heing merely prima facie evidence of dishonor. Notice of dishonor, however, should be given all the endorsers. The rules as to notice vary in different states.
Notice of Protest. - The holder of a note mey give notice of protest either to all the previous indorsere or only to one of them; in the latter case he must select the lest indorser, and the last must give notice to the last before him, and so on.
Where notice of protest is duly addressed and deposited in the post offle the sender is deemed to heve given due notice notwithstanding eny miscarriage in the mails. If no notice be given the indorsers ere discharged.

Demand and Payment.- Notes payable on demend must be presented for payment witbin a reasonahle time, in order to hold indorsers.

Where Days of Grace are Allowed hy statute on notes, they are not considered due until the expiration of the days of grnce. If a note is presented and payment demanded on the last day of grace, and payment refused, the maker is in default, and notice of dishonor may forthwith he given to the indorser. Three days of grace ere allowed in Canade on all notes not payable on demand. In Newfoundlend no deye of grece are allowed on sight drafts.
A Note Made Payahle at a Bank and held there for payment until the usunl hour for closing, need not he presented to the maker in person to bind the indorser. It mey he protested, as in the case of drafts, immediately on the close of bank hours. Payment nust be immediately demanded of the indorser if he resides in the same place; if he is a non-resident he mnst be notified at once hy letter. The notice of dishonor may be sent by a notary.

Preeentment Not Necessary to Render Maker Liahle. Presentment for payment is not required in order to charge the maker of $n$ note.
Sundaye end Holidays. - When the day of maturity falls

## RROMISSORY NOTES

mont Sunday or a legal holiday the note is payable on the next succeeding business day if no days of grace are allowed. Hut in ease days of grace are allowed and the last day of grace falls on Sunday or a holiday, the note is payable on the next preceding day.

Place of Demand. - Where place of payment is specified in a note demand should be duly made at that plaee.
By Whom Demand May Be Made. - The holder of a note or any one acting for him may make the denand for payment ar:i send notiee of dishonor to the indorsers. Usually the hol.ur or his agent notifies all the parties on the note. This is the most business-like, as well as the most prudent way, as : renders all parties responsible to him, and cach responsible to each other in tbeir order.

Extending Time of Payment by the holder releases the indorsers of the note, unless consent to such extension las been given by the indorsers.

Lost Notes.-If the maker should refuse to pay a note which has been lost, he may ly law be compelled to pay it, but it would be necessary for the party collecting it to pive bond to protect the maker from all further elams. on account of tho lost paper. An innocent holder for value may eollect on a lost note if purehased by him without knowledge of the loss.

Proof Required. - It is necessary to prove that the note has been given by a certain party or parties. If the defendant claims that the note has been paid the burden of proof is on him to prove that. The prodnction of the notis by the plaintiff gives rise to the presnmption that it has not beelı paid.

The Finder of a Note, as of all other property, must make reasonable efforts to find the owner, before he is entitled to appropriate it for his own purposes. If the finder motreal it, he is liable to the charge of larceny or theft.

A Note Destroyed by Fire can be collected ly jua of loss.

Interest. - A note which does not state on its bears interest, will bear interest only from mat. . .

## PROMISSORY NOTES

If the Words "With Interest" are Inclnded in a Note it draws the legal rate of faterest from the date of making it

If the Note Is to Draw a Rate of Interest Higher than the Legal, but not higher than the statute of the Province al lows, the rate of Interest must be specified.

Death of a Holder.-After the death of a holder of a negotiable note, his executor or administrator may traasfer it by his indorsealent.

When RIgit of Action Explres.-The statute of Ifmitations hegins to rua from tbo day the right of actlon accrues. In Quebec n note outlaws in five years from maturity or last payment, and in all the other Provinces and Newfonillsmi in six yenrs.

## DIFFERENT FORMS OF NOTES

## Form of Non-negotlable Note

Placentla. Nfid, March 24, 1912.
Thirty days afte date I promlse to pay John Jones One Hundred Dollars, value recelved.

John Dodson.

## Negotlable W'ithout Indorsement

$\$ 100.00$
Chesterville, Ont., Jan. 2. 1912
Sixty days after date I promise to pay John M. Sinlth or bearer, One Iundred Dollars, value recelved.

Grant White.

## Negotlable by Indorsement

$\$ 100.00$
Poultney, N. B., Mar. 31, 1912. der. One Hundred Dollars, value reme to pay George Nelson or or-

Payable at Bank
$\$ 100.00$
North Sydney, C. B. I., May 2, 1912.
One year after date, for value recelved, 1 promise to pay Ollver Brown or order, at the Bank of Commerce, Gne JIundred Dollars, wllh interest at six per cent per annum.

Charles Johnson.

## On Demand

KIncardine, Ont., January 2, 1912.
On demand, for value recelved, I promise to pay to the order of John Rlley. Fifty Dollars, with Interest.

Edward James.

## PROMISSORY NOTES

## Accommodation Note

[N, B.-The maker of an accommadation note (one for which he has received no consideration, having lent his name or credit for the accommdation of the holder) is not hound to the person accommodated, hut ia hound to all other hona Ade holders, precisely as If there was a good consideration.] $\$ 100.00$

Sixty daym after date I promisuro, N. S., March 10, 1912, to pay to the order of Almer defalcation. Credif the drawer,

Almer Wilaon.
OWEN Yates.

## To One's Own Order.

$\$ 100.00$
Sixty days after dimonte, Ont., April 3, 1912. Hundred Dollars, value recelvedise to pay to my own order, One nterest at seven per cent, Marions Adams.

## By Married Woman

$\$ 200.00$
For value recelved, I prampton, Ont., Nov, 9, 1912 to pay John Jackson, or order, I hereby charge my individu Hundred Dolairs, with Interest. And ment of this note.
(Mrs.) Mart H. Jones.
By Person who Cannot Write
$\$ 50.00$
Stanstead, Que., Oct. 8, 1912.
For value recelved, I promise to pay to the order of Wililam Warren, Fifty Dollars, with interest at six per cent.

Edwin Morris, Witness.
his
Louis X Barber. mark.

## Payable in Merchandise

## $\$ 100.00$

For value recelved, Binscarth, Man. May 3, 1912. Ilundred Doitars In merchantase to pay Daniel Wurd, or order, One Jasper Notes.

## Note to be Secured hy Mortgage

Six months after Sauit Ste. Marle, Ont., March 6, 1912 , for value received, I promise to pay to This note is secured bred Dollars, with interest at six per cent. from Johr Slmms to James deed of mortage of even date herewith, Јонn Simms.

## PROMISSORY NOTES

Having deposited Dominlon fionds of the nominal value of Four Ihmilred Dollars, which I authorize the holder of thla Note, upon publle or privato male of this promise at maturity, to sell, elther at the debt due thereon, and withomanding payment of thln Note or ceeds, or na much thereof as may further notlee, and upply prothis note, and all necessary expense necessary to the payment of responslblo for any rleftelency.

Martin Field.

## Installment Note

$\$ 100.00$
On the first day of each monith Montreal, June 10. 1912 Necutluely 1 promise to pay whole amounting to $\$ 100.0 n$, the Wison the sum of $\$ 25.0 n$, the made on the 10 th day of July next wis such payments to be 6 ef jier annam, toth befors ind with Interest at the rate of the event of a defailt In miking after inaturliy, until pald. In the mentioned, the whole amount of of the ahove payments at tho payable forthwith.

William Johiteon.
Notes payable by Instalinients have threl: days grace on each instillmont. In presenting a notice of disloner, each installment is treated as a separate note and in order to bind the Indorser for Installmitament of Inturest, the note mast he presented whon the see 41 C . L., T. 95 .

## Joint Note

## $\$ 200.00$

Two months after date, we Siratiford, Ont., Jtarch 30. 1912. bert Sloan Two llundred Doll promise to pay to the oriler of Al-

$$
\begin{aligned}
& \text { Jacoa Scott, } \\
& \text { James Atkins. }
\end{aligned}
$$

## Joint-and-Several Note

## $\$ 500.00$

Slx months ifter date for Millys, Ont., March 6, 1912 ally promise to pay Hlram or value recelved, we jointly and severFlve Ilundred Dollars, whh interest

Richiard Mark,
James Hackett.


## NDORAEASENTB

## DNDOMETMEXIC OF MOTES

Dofaition-An indormement is a writing on the brack of a note or other written ingtrument.

What is fuffiejont.-Though it is usual and better to write the indornement in ink on the back of a note, it ls legally suffioient if writton with either pen or pencil upon any part of the inatrument, or upon a paper attaohed thereto. The signature of the indorser, without additional words, is a suffioient indorsement.
Einds of Indorsemonte.-An indorsement may he either apecial or in blank, and it may also be elther reatrictive, qualifed, or conditional.

An Indornement in Blank speoifies no indorsee, and un instrument so indorsed to payahle to bearer, and may be negotiated by delivery. (See Form 1.)

A Apecial Indorsement (sometimes called a full indorsement) speclfies the person to whom or to whose order the instrument is to be payahle; and the indormement of such Indorsee is necessary to the further negotiation of the instrument. (See Form 2.)

4 Qualifed Indorsemont constitutes the indorser a mere assignor of the title to the instrument. It may be made by adding to the indorser's signature the words "without recourse," or any words of slmilar import. Suoh indorsement does not impair the negotiahle character of the lnstrument. (See Form 8.)

A Conditional Indorsement is one that involves some condition. A party required to pay the instrument may disregard the conditlon, and make payment to the indorsee or his transteree, whether the condition has been fulfilled or not. But any person to whom an instrument so indorsed is negotiated will hold the same, or the proceeds thereol, subject to the rights of the person indorsing conditionally. (See Form 4.)

## A Eestrictive Indorsement expressly confines the payment to

 some partioular person or purpose. (See Form 5.)Partial Payments.-When money is received on a note, the amount and date of receiving should be plainly written on the back of the paper. (See Form 6.)

INDORSEMENTB
ronme of midorniviture

Indorsomant in Blank


Fony 1

Bpecial Indorsoment


Form 2

Qualified Indormement
Pay to John Jay,
or order, without
recourse.
John Smith.

Form 3

## IXDOMSEMEXTB

Conditional Indorsement


FORM 4
Rontrictive Indorsoment


Form 5
Partial Payment Indorsement


FORM 6
An Order is a written request or direetion for the payment of money or delivery of goods to a person tberein named, the aame to be charged to the person making tbe requeat.
Ordera for the payment of money are negotiable if made payable to order or to bearer, but the person on wbom tbey are drawn is not under obligation to pay them, unless they bave been accepted, for an order partakes of the nature of a draft.

## ORDERS AND DUE BILLS <br> FOHME OF OHDERS

1500.00

## For Money

Mr. Ricuand Fom: Illame pay to willik, Mirch 10, 1012
Five Itundred Dollare, on my acconnt Whllath Maton, or bearer, Thoman Fxide
For mixila to Value of Certain Amount
$110 n .00$
Moncten, N. B., April I. 1912. Druld Swimenongon, liso \& Co, lilene dellver to the heatrer
 hondred Dollnre, and charge same to my account.

Crimuz 11. Thosam.

## For Goods Stored

Vancouver, B. C., Sept. 1, 1912.
 11. Van 'Iven, Six Barrels of Applea, stored by me In your Wirr". J. L. spalding.

## DUE BILLS

A Due Rili is a formal writton acknowledgment that $n$ certain amount is due to the person therein named. It nay be payable In nioney or In merchandise, it Ir, nut icaosferable, and draw no interest unless speclfied tbereln.
150.00

## FOINS OF DEE BILIS. <br> Payable In Money

Due Willarn Maces, on demand Filfix, N. S. July 2. 1:92. value recelvinl. John Knox.

## Payable In Merchandime

### 1300.00

St. Jolin's Nitil., Nept, 2, 1013.
Dollars, payable on Adams, for servicen renterel, One llabifet at my store William Johndon.

## RECEIPTS

RULIES FOR WRITING ALIA KINDA OF IRECEIIPTS
What a llecelpt In.-A receipt is an acknowledgment in writing, signed by the person receiving, that certain personal property (mooey or goods, or both), has been recelved.

A Complete Recelpt requires the following statements:

## RCCEIPTS

That a payment has been received; the date of the payment; the amount or article recelved; from whom recelved, and if for another on whose hehaif payment in made; to what deht or purpose it is to be applied; hy wbom received and if for another, on whose hehaif it was recelved.

Kinds of Receipts,-Receipts are divided generaliy into three kinds: Recelpts In Fuil, Receipts on Account, and Receipts to Apply on Particular Accounts.

Hivery lieceipt should Show whether payment is made in fuli, on account, or on what particuiar account where there are more than one between the persons.

How an Agent Shouid Sign.-An agent should sign his princlpal's name and then write his own name underneath, prefixing the word "by" thus:

John Smith, Eprincipai]
hy Thomas Jones, [the agent.]
Iecelpt for $n$ Note Not Neceswary.-It is not necessary to take or give a recelpt when a note is paid, as the instrument itseif hecomes a recelpt.

Mistake or rraud.- $\boldsymbol{A}$ recelpt given under error or mistake of fact, or ohtained through fraud, is vold.

## FORMS OF RECEIPTS

## Receipt in Fuif.

Medlelne 1lat., Alta., May 5, 1912.
Recelved from Randolph Rike, Two IIndred and Fifty-three Dollars, in Full of All Demanis.

Charles Johngon.

## Receipt on Account

Springficld, P. E. L.. July 1, 1913.
Recelved from Hiram Powers, One Ilundred and Seventy-five Dollars, on account.

Clarence White.

## Receipt on Particular Account

Prescott. Ont., Aug. 1, 1912. Dollars, to apply on hire of horse.

Marshall Strait.

## Receipt for Rent

Sydncy, N, S., May 1, 1914.
Recelved of Nillam Lawrence, Thirty Dollars, In full for rent of residence at 36 Adams Street for the month of Mily.

James Wilters.
Per William Stout, Agent.


## RECEIPTS

## Receipt for Money Advanced on Contract

Digby, N. S., June 4, 1013.
Received from Wm. Rickert Fifteen Ilundred Dollars in advance, un a contract to buld for him a brick house at No. 2244 Bherman Street, Dlgby.

James 16. Sterle.

## Receipt for Purchase of a Horse

$\$ 150.00$.
Prince Rupert, B. C., May 1, 1813.
llecelved from John Meyer One Hundred and Fifty Dollars for one gray mare, guaranteed to be only four years old, gentle, quiet to ride or drive.
F. M. Schultz.

## Receipt for Interest

Edson, Alb, Sppt. 9, 1914.
Received from James E. IInrter One IIundred and Twenty Lollars, for Interest to Sept. 1, 1014, ull hls Bond and Mortgage; recelpt to be neknowledged also on the bonif.
Rate, $\mathbf{6 \%}$. Tlme,
-
Iontbs, - Dask.
A. L. Merton, Executor.

## Receipt for Property

Itecelved from wh Morden, Man., Ninv. 10, 1014. Iteceived from W. L. Ieterson tbe following pmumerated articles to be held in trist for hitin and returned on his demand: One Bloycle, one Gold Ring, and one ititle.

Enthard Parka.

## Receipt for Money Paid on Lost Note

## $\$ 1,090,00$

Bedford, Que., April 20, 1914.
Recelved of Charies J. Morrison ane thousand dollars, In full payment for a certnin note given by sald Chins. J. Morrison, dated October 15, 1914, caling for one thousand dollars: which sald noti is lost, destroyed, or mislald, and this recept is a guarantee agninst future demands on account of sald note.

Samuel IV. Goba,
N. B.-Retter never lose a note.

## Warehouse Receipt

(For form of warehonse receipt and a statement of the law regarding them see title Warehousing.)



## BANKING

Banking bnsiness in Canada is governed by the "Bank Act," which is reconeldered and revised by the Parliament of Canada about every ten or tweive years. The following remarks are beeed upon the Bank Act of 1913. The specifle provisions of the Aet apply to ull those corporatlons having genera! banking powers in Canada. The intention of the Act fe to provide safe institutions with which the public may keep money, nnd othcr valuables, and which can lend their own money and the dcposits of others for a proft, and can act as agents in the coliection and remission of money. Organicaily it is a " bank of issue," a fundamental purpose being to provide the public with a convenient currency in the shape of promissory notes, called "bunk notes," intended to circulate as money. A "banker" is one who in the ordinary course of his businese receivee money, which he repays by cashing the cheques of the persons from whom, or on whose account, he receives the money. A "cnstomer" is one who has an account with a bank or banker. Every bank is a debtor of ite customers who have money depoelted and le bound to discharge its Indebtednees by paying ite customers' chequee.

The stock, property, affairs, and concerne of the bank are committed to and managed by the board of directors. Each director is required to hold stock of the bank to the amount stated in the Act. A majority of the directors must be natural born or natnrailzed British snbjects and domiciled in Cnnada. The directors must be efected by the shareholders at the annual general meeting and are required to elect from their number a president and one or more vice-presldents. The directors may make by-laws and regulations with regard to the management and dispositlon of the etock, property, affalrs and concerns of the bank, the duties and conduct of the offleers, clerks and servants employed therein, and all such other matters ns appertaln to the business of the hank. But such by-faws must not be repngnant to the provisions of the Act, or to any by-law pnssed by the sharehoiders. Each shareholder hae a vote for each share held by him,

## BANKINO.

provlded he has beon tho holder of the share for at least thirty days prior to the meeting.

The shares of the capital stock of a bank are declared to be "personal property." The directors may make such calla nf monoy, not exceeding ten per cent., from the several shareholders upon the unpaid shares subscrihed for by them respectively, at intervals of not less than thirty days, as they find necessary. If any part of the padd-up capital of a bank has heen lost, the directors niay mako calls upon the shareholders, whose shares are not pald un in fulf, for such anount as may he eqnivalent to the loss, and they may apply all net profls to make good the loss. The directors may sue for the amount of any call, and may also declare the shares in respect of which any default is made to be forfeited to the bank, and may sell forfeited shares, at puhfic aluction. Bank shares are transferahle, hut no transfer will he inlld unless registered In the book kept for that pnrpose. The hank may require that the person making the transfer shafl previously pay all his indehtedness to the bank which exceeds in amount the remalning stock, if any, belonging to him. Where stock has been transmitted hy virtue of any testamentary instrument or by intestacy, the probate of the wifl or the letters of edministration must he produced nnd feft with the General Manager or Agent of the ban, At every anncal general meeting of the shareholders for an election of urectors, the ontgolng directors nre required to snhmitt a full statentent of the affalrs of the mnk, showing its liabilities, assets and resources. The directors are required to declare gunrterly or half-yearly "dlvldends," of so much of the profits of the bank as they may deem advisahie. But no dividend or honus shall he declared if the pnid-np capltal is therehy lmpalred, and no dividend exceeding elght per cent. shali he made unless the hank has a residue or "reserve fund" equal to thirty per cent. of lts pald-np capital, after deducting all bad and doubtíul debts. Every Canadian hank may lssue and re-lssue its notes payahle to bearer on demand, but no such note shall be for a sum less than 85 , and the total amount of the notes in clrculation at sny time shall not exceed the aggregate amount of the unimpaired pald-up capital of the bank, and the amount of current goid coln and Dominion

## BANKING.

nates held far tbe bank. Banly are furbldden tn pledge nr hypnthecate their $n$-teso. Tbcy are also required to pay five per cent. on an average amount of their notes in alrcuiation intn tbe "Bank Circulation Redemption F'und," as a security to tbe public for their notes in circuiation. Tbe purpnso of tbo fund is to secure the payment of the nntes uf any insolvent bank.
If tbe payments made out of "The Bank Circuiation Redemption Fund " exceed the amount contributed to the fund by the suspeuded bank, the otiner bnnks nre required to make gond tho nmount of the excess proportionately. Eacb bank is required to estabilsi ngencles for the redemption and pnyment of its notes at Toronto, Montreal, Hallfax, St. Jobn, Cbariottetown, Winnipeg, Regina, Caigary and Victorin. Wben making any payment, the bank shall, at the request of tbe person to whom tbe payment is to bo made, pny tbe same ta tbe extent of one hundred dolinrs in Dominion notes. No payment, whether in Dominion notes or tank notes, sbnil be made in bilis that are unclean nr torn or par. tially defaced. Tbo bilis and notes of a bank "slgned by an ligatory, appointed by tho directors nre binding and obbank. The directors mnyer tbe corporate seal of tbe and notes intended for circuition $n n$ offcer to sign bills sons nuthorized to sign blifs and. The names of the perby machinery provided for that purp may be impressed authorlty of the bank; provided that by or with tbe must be so impressed after the notes are of sucb names bank from the engrnver nnd printe are recelved by the with the receipt or dis ind printer. Every offlcer charged stamp or write in pian lament of moneys is required to or "fraudulent" note issuin letters upon every "counterfelt" wben presented to hissued in the form of a bank note, "connterfelt," "altered " at his piace of business, the word ing to the credit of a "or "warthless." The balnnce standhe has inaned to the customer in any bank represents money purely a personal obligan. Its liability to the customer is by him, A bank mny, with to pay cheques draw : upon it blil "accepted" by its custom specific instructlons, pay a is under no obligation to dor payable at the bank, but it

[^3]
## BANKING,

by ailowing overdrafts on current accounts, and by making loans, in tbe form of advances on discounting blle and notes, and may take "coilateral security" for any loan made by it. But except ae autborized by the Act, banks are not aifowed to deal in the buying or seilling of goods, wares and merchandlsc, or to fend money or to make adyances directiy upon the security or mortgage of any lands, or of any ships or other vessels, or of any goods, wares or merchandise. They may, how'cver, take any coliateral security which fe assigned or pledged to secure tbe performance of an obligatlon, which, upon the performance of the obllgation, must be surrendered or discbarged. The bank may sue upon paper taken as coilateral security when it becomes due, and before the maturity of the debt secured by sucb paper. Banks are expressiy anthorized to take as security the bonds of corporations. By this means tbey may in effect fend money to the hoider of such bonds on a mortgage of lands, aithough they cannot take morigages on land except as "additional" securlty. A "lloating secnrity" le an equitabie charge on the nssets for the time being of a going concern. Banks may take as coliateral security the assignment of a policy of insurance, and property muy be insured in the bank's favor as security for advances which the bank may make from time to time. Transactions entered into by the banks in eontravention of the Act are sald to be "nitra vires," and therefore vold. A transaction forbidden by the etatute cannot be tbe foundation of a vaifd ciaim. The stock, bonds, debentures or other securitles acquired and heid by a bank as coliaterai security may in case of defauit in the payment of the debt be soid and conveyed or transferred to a purchaser. But banks are not obiiged to sell such securitiee within twelve months, and the right to eell or dispose of the same may be waived or varied by agreement. Any bank may take, hold and dispose of mortgages upon real or personai property, by way of "additional secnrity," for debts contracted to the bank in the course of its business, and may purchase any lands or real or immovabie property offered for saie under execution, or in insoivency, or by a mortgagee having priority, belonging to any debtor of the bank, and may hoid and diepoee of the same at pleasure. Any bank may

## BA: ilno.

acquire and hold an absolate title in or to real or immovablo property mortgaged to it as "addiltional" or "colimteral" security for a debt o lopin, aad may purcbase and acquire any prior mortgage or cbarge on sucb property. But no bunk shall hold any real or Immovable property, howsoever acquired, except for Its own ane, for any perlod exceeding "seven years" from the date of the nequisition thereof, which may be extended for a further period of "five years,"
A bank may acquire and hoid any "warehouse recelpt" or "bili of fading" as coliateral security for the payment of aay debt or for any liability incurred by it for any person In the course of its baaklag business. A warehouse receipt or bili of fading so acquired vests in the bank alf the right and titie to sucb receipt or bili, and to tbe goods mentioaed thereln or covered tbereby of tho privions hoider or owner thereof. This appears to be an exception to the clause prohibitiag banks from leading moaey or making advances upon an assignment of goods, wares and merchandise. A warchouse receipt may be given by a warebousemaa who bas the actuai pessessioa of tbe goods, or it may be given by a person in cbarge of logs or timber in transit from timber limits to their piaces of destination. The property in the goods passes to tbe baak witb the ilsk of loss, so that "keeping the goods insured" is a matter of vital importance. The "consignee" can only take the goods upon payment of or subject to the claim or flen of the baak. Banks may lend money to any "wholesale" prodncer, silipper, or dealer in products of agricuiture, forests, quarries or mines, or of the sea, iakes and rivers, or to any wholesale producer, shipper or deaier in ifve or dead stock, or the products thereof, and to a "wholesale manufacturer" of any goods, wares or mercbandise, ppon securlty of the manufactared goods, or of the goods procared for manufacture. If goods, upon the securIty of which moaey has been loaned, arc removed, and other goods of substantialiy tbe same character are "substituted" therefor, the goods substituted with the consent of the bank shall be covered by tbe security. Baaks may fend money on the security of standing timber, and on the rights or iicenses held by persons to cut or remove such timber. They may also lend money in ald of tbe buliding of aay ship or

## BANKINO,

vessel, A bank may also lend money to a "farmer" upon the weenrity of his "threshed grain" grown upon the farm. The security in such cases is taken hy an instrument, a form of which is given in the Baak Act. By takiug such a security the haak acquires the same rights aad powers fa respect of the goods mentloaed therel: aad covored thorehy, as if the same wero covered by a warchouse rocelpt.
In the event of non-payment at maturity of $y$ deht or Ilahility secured by a warebouso recelpt, a bill of lading or other special security of the same klad, the hank may seli the products, or stock, goods, wares and merchaadise, or grain mentioned therein, or so much thereof as wili suffice to pay sucb debt or liability with interest and expenses, returniag the surplus, if any, to the person from whom the goods, ctc., were acquircd. Thirty days notice must be given to the owner prior to the sale, f'reept by consent of the owner, the sale must be by patitie auction. Banks can only take warehouse reccipts, etc., to secure the payment of a note, debt, or Hiability where the note, debt, or Hahlifty, is negotlated or contracted at the time of the acquisition of such warehouse recefpt by the bank, or where the foan is made on the seeurlty of a writtea promise to give a warehouse receipt or other slmiar seenrity. Tbey are fimited with regard to the interest or discount which they may take to "sevea per cent. per annum." They must make a return to tbe Miaister of Finaace quarteriy, of the Interest and discouat rates charged. Banks are authorized to accept locns, or deposits of moncy, and to pay any rate of intcrest thereon. Tbe debt incurred for moneys so received hy the hank is aot barred hy the Statute of Limitations. Banks may retain certaln percentage charges, for making collectlons. Before repayment of aay money deposited, the bank may require a "recelpt" from the person or persons in whose name the money is deposited. If it stands in the names of two persons "Jolntly," the receipt of one shali be sufficient. If it stnnds in the names of several persons jointly, recelpts signed hy a majority shali be sufficient. If a person dles having a deposit with a bank, the production of an authenticated copy of the "Probate of the Wifl" of such persoa, or of "Letters of Administration" of his estate, granted hy any court ia

## BANKINO.

Canada having powor to grant tho same, ot hy any court in Great Britain or any British Colony, shail be sumelent authority to tho hank to pay to tho "representative" of tho deceased named in such Instrument the anount of the depoait.

Banky are required to mako seven different kinds of returns to the Government, and also vueh apcelal returns as may be called for hy the Minister of Finanee.

Of these roturns tho most important is tho "monthiy" return, which exhibits the financial condition of the hank on the last day of the preceding month. These returns are required to he aigned by the Chief Accountant, and by the President or Vice-President, and by the General Monager. There are special provisions in the Bank Aet with regard to tho Bank of British North Ameriea, but it is not neeessary to refer to these in this hrief selection. In the event of the property and assets of a hank heing ineufficient to pay lts dehts and liabilities, each sharcholder is liahle for the defielency to an amount equal to the par value of the shares heid by him, in addition to any amount not paid up on such

## INTEREST.

Interest is the profit or recompense on a ioan oi money, or the income oi a fund invested. The rate oi Interest is limited by statnte. The Interest Aet says: "Whenever any interest is pqyable hy the agreement hetween parties or by law and no rate is fixed by said agreement or hy law, the rate of Interest shall be five per centum per annum, No rate of interest exeeeding flve per cent. shall he payable or reeoverable unless the contract contains an express statement of the yeariy rate or pereentage of interest. Whenever any prineipal money or Interest seelired by mortgage on real estate is made payable on the sinking fund pian or on any pian under whieh the payment of prinelpal money and interest are biended or which invoives an aliowance of interest on stipulated repayments no interest shali he payable or recoverahie on any part of the principal money uniees the mortgage contains a statement ehowing the

## INTVREST,

amount of such principal money and the rate of Interest chargeable thereon calculated yearly or half yearly not in advance. Ilut there may bo a provimion In the mortgago or other Invtrument requirlng the debtor to pay Interest on arrears of laterest, t.c., compound Interest at any rato not kreater than tho rate payable on prlacipal money not in arrear. Where the money secured by a mortgage on real estate is not made payable tlll a time more than ave years after the date of the mortgage, the inortgagor may at the oxplration of fivo years tender the princlpal money and arrears of interest If any, and tiree months further interest in Ifil of notice, and may dem?ad a discharge of the nortgago. If the amount tendered by tho mortgagec is not aceepted no further interest shall be payablo or recoverablo at any time thereafter on tho princlpal moncy or lnterest due under the mortgage. nut thls provision does not apply to any mertgare upon real estate given by a "Joint stock company" or other corpora. llon nor to aay debenture lssued by such company or corporatlon for the payment of whlch securlty has been given by way of mortgage on real cstatc. In Brltixh Columhla, Nas. kutehewan and Alberta and In the North West Territorles and the Yuknn Terrltory, the Act provides that every Judgment debt shall bear lnterest at the rate of flvo per cent. per annum until It is satlsfied. Tho word, "Jndmment delt," Includes the costs, charges and expenses which bave been found due In any civil proceeding.

The Dominion Meney Lenders Aet applles to the whole of Canada, with the exception of the Yukon Territory. But it only applles to "money lenders" and to loans uader $\$ 500$. It says, "No money lender shall stlpulate for, allow or exact on any negotlable instrument, contract or agreement concerning a loan of money, the princlpal of which is under five lundred dollars, a rate of Interest or discount greater than twelve per centum per annum; and the said rate of interest shall be reduced to five per ceatum per annum from the date of judgment in any sult. actlon, or other proceeding for the recovery of the amount due. Ia any euit or other proccedIng concerning a loan of money by a "money lender" the princlpal of which was orlginally under five huadred dollars, wbereln It ts alleged that the amouat of Intereet pald or

## INTEREST.

clatmed exceeds tho rate of twolvo por centum per annum, Inctuding the charges for dlacouat, commission, expenses, Inquirlos, fincs, bonus, renewals, or any other charges, but not Including taxable conveyaacing charges, tho court may re-open the tranaaction and take an account betweels the partles. The bunn nte holder before maturity of a negotlable Inatrument discounted by in preceding holder at a rato of Interest execeding that authorized by thls del, may nevertheless recover the amount thereof, but tho party disclarglug sueh Instrument may reclaim from the money lender any amount pald thereon for Interest or diseount In excess of tho amount allowed by tho let.

## Cheques

A eheque ly a blll of exchange drawn on a bank pasuble on demand. A cbeque docn not require aeceptance. In the ordlaary course of business, It is not intended for circulation, but wbere a holder Intends it for cireulation he nay fiaw. It aecepted (marked) by the bank. In oae aspect, in ohequo may be regarded as an appropriation of moncy in the hauds of a banker on whom the cheque is drawn. Belng a blll payable on demand, a cbeque is not cutticd to days of graco. The holder of a cheque cannot sue the bank unon It unless it bas been certfficd or "marked." A bank which has suffecent funds in Its hands belonging to the customiry is liable to him If It dishonours his cbeque. If the drawer of the chequo han aot sufficlent funds at tbe bank to meet It, notice of disboaour will not be necessary. A cheque, llke a blll of excbange, may be transferred by endorscment and delivery, provided It does not contaln wortis prohlbiting transfer or indicating that it should not be transferable. Notlee of the death of tbe drawer of a chefuc. before it has been pald, termlaates the bank's authority to pay It. If a cheque, payable to order, is pald hy the bank upen a forged eudorsement, out of the funds of the drawer, or Is so pald and charged to hls account, the drawer has no right of action against the bank to recover tho amount so paid nor any defence to any clalm made by the bank for the amount so pald, as the case may be, unless he glves notice in writing of sucb forgery to the bank witbin one year after be bas acquired notlee of such forgery. If the

## CIIEQUES.

drawer fails to give eucb notice within a year, the cbeque sbali he beld to bave been paid in due course. If a slgnature le forged under such circumstances that it is capable of ratification, and is in fact ratifled, the signature hecomes as vaild as it it had heen originally authorized.
Marting or Certifying Cheques. In Canada and in the United States there is a well recognized practice of marking or certlfying chcques, the marking or certification of a cheque by the bank corresponding to the "acceptance" of a hill by the drawee. The bank wblch pays the money stands in tbe position of the acceptor. In Engiand it is not cnstomary for banks to accept or certify cheques. When presented, they are paid. Where a cheque is not presented for payment witbin a "reasonahle time" of its issue, and the drawer had tbe right at tbe tlme to have it pald, and suffers actual damage through the delay, he is discbarged to the extent of such damage. At Common Law the omission to present a cheque for phyment did not discharge the drawer untli six years had elapsed, uniess some injury resulted to bim from the deiay, sucb as loss hy failince of the bank. But the endorser of a cheque, like the endorser of a bili payabie on demand, is discbarged uniess presentment for payment is made within a reasonahle tlme after cndorsement. In determining wbat is a rcasonable time, regard must ho had to the nature of the instrument, the usage of trade and of the hanks, and to the facts of eacb particular case. The authority of a bank to pay a cbeque drawn on it hy lts customer may he countermanded, or it may be determined by notlce of the customer's deatb.
The Canadian Bills of Exchange Aet provides for the "crossing" of cheques, hut the practice of crossing cbeques le so eeidom resorted to in Canada. Crossing means, writing. the word "hank" between two parallel lincs across the face of the cheque, either with or without tho words "not negotiable "; or two parailel transverse ilnes simply, either with or without the words "not negotiahle." The object of crossIng a cheque is to make it compl.ory that it shali be presented for collection through a hank, as a hoider, and not hy an individual, and as a precaution against payment to a forger, a finder, or a peraon not entitled to receive tbe money.


CHECKS
MLOOR \& YONGE BRANCH



## INDOLISEMENT OF CIIEQUES

Always Keep the Stnb of Yonr Cheqne Book, and in issn-
ing a cheque, alwaya fill the stub out first
In Presenting a Cheqne to the Bank for payment, always write your name on the back before handing it in.

Giving a Cheqne ie No Payment of an indebtedness unless the cheque is prid.

The Death of the Maker of a cbeque before presentment to the bank renders the cheque null and void, but in some Stater ! he statute provides that a cheque may be paid by the bank within a limited time after death of maker. Payment of a Cheqne may be Stopped by subsequent order to bnnk by maker before presentment of cheque.
When Sending a Cheque Away from your own town or locality always have it certifled, as this renders it easier for the person to whom you aend it to get it cashed.
$\$ 250.00$

## OTHER FORMS OF CHEQUES

Bank of Montreal, pay to Montreal, Que., March 4, 1014, and Fifty Dollars, pay to E. J. Whliama, or broter, Two Hindred
$\$ 125.40$
Payable to Order M. Atwood \& Co.
livion Bank of Canein, pay to R Quebec, Que., Oct. 1, L. Holcomb, or order, On, Iun-
llank of New Brunswlek, pay to St. John, N. B., Nov. 10, 1914.

## INDORSING CHEQUES

How Indorsement Should be Written.-Write tho indorsement ncross the back, not lengthwise, of the cheque.
Each Sncceesive Indoreement should be written under those that precede it.

In Depoaiting a Cheqne, write across the back "For Deposit,' nnd below this your nnme. Cheques thus indorsed can only be deposited, and should they be lost on the way to tile bank the finder cannot use tilem.

Mereiy Writing Yonr Name on the Back is a blank indorsement, and significa that it las passed throunh your lanis and is payable to bearer, any one into whose hands it may come.

To Make Cheqne Payable to aome Particular Person, write: Pay to tbe order of (person'a name), and sign your name.

## INDOR8EMENT OF CHEQUES

Do not Send Away a Cheqne Indorsed in Blank, but make it payahie to the person to whom you send it. Then if lost it cannot ha paid to any one olse.
A Person must Indorse his Name ss it is Written in the cbeque. A cheque drawn payahie to W . King, cannot ba indorsed Wm. King. If drawn payable to Rev. W. King, it shouid he so indursed, as hankers are very particular to hava tha name of the payee as given on the face of the note exactiy reproduced in the indorsement.
If the spelling of the Name on the Face is Wrong, indorse it in that way and than write it undarneatil correctly.
Responsibility of Indorsers.-The foilowing tabie slows the relativa responsihility of each indorser Each indorser is responsibia to tha nna below him

| $\ln$ a note. | In an unacceptes draft or uncerti. fied check. | In ald accepted draft. | In a certithed cheek |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
| 2. 1st Iudorser <br> 3. and Indorser. | 2. 1st Indorser. <br> 2ud Indorer | i. Drawer. |  |
| 4. Ind Indorser. | 3. 2nd Indorser <br> 4. 3rd Indorser | 3. Ist. Iudorser. <br> 4. 2nd Indorer | 2. 2nd Indorser |
|  | 4. 3ru Endorser | 4. 2nd lpdorser | 4. 3rd Indorser |

FORMS of ITDORSEMENTS
When Presented for Payment


When Transferred


## BANKINO RULES

When Dopotited


## BUNETNG ROTAS

1. Make your deposits in the bank as early in the lay as pogsible, and never without your bank book.
2. Always use the deposit tiokets furnished by the bank. When cheques are deposited, the banks require tbem to be indorsed, whether drawn to the order of depositor or not.
3. Do not allow your bank book to run too long witbout balancing. Comparo it with the account of the bank.
4. Write your signature with the usual freedom and never vary tho style of it
5. Draw as few cheques as possible; when several hills are to be paid draw the money in one cheque.
6. Always keep your cheque book under lock and key.
7. In filling up cbeques do not leavo space in wbich tbe amount may he raised. Always fill the space with a dash. Use words instead of figures.
8. If one who holds a cheque, as payee or otherwise, transfers it to another, he has a right to insist that the cheque be presented that day, or at farthest, on the day following.
9. If you wish to draw money from the hank on your own cheque, write: "Pay to myself" instead of writing your name in the body of the cheque.
10. If you write a cbeque to a person wbo will hase to be identified at the bank in order to receive payment, have him indorse the cheque and then beneath his signature write 'Signature O. K.," and sign your name. He can then draw payment on the cheque witbout further identification.

## DRAFTS

## DRAFTS

## Rules for Writirg, Accepting and Tranaferring

What a Draft Is. - A draft is a written order by one person or firm upon another for the payment of a epecifled sum of money.
Names of Partien. - The one who writes the draft ie called the drawer, the one on whom it is written is called the drawee, and the one to whom it ie to be paid the payee.
When Payable.-Drafts may he made payahle at sight, on demand, or at a certain time efter date or after eight.
Negotiahility.-Drafts are negotiahle hoth hefore and after acceptance if made payahle to order or bearer.
Drafts mey be Drawn to One's Own Order, and then indorsed in favor of the party to whom they are to he eent.
Acceptance. - By acceptance is meant the act by which e person, upon whom a draft is drawa, hinds himself to pey it when due. This usually is done hy writing the word "Aceepted," together with the date, in red ink acroes the face of the draft and sigaing the acceptor'e name helow.
When Acceptance is refused, it is said to be diehonored, and the drawer and indorser are held liahle for payment. The draft is then protested.
Protest. - A protest ie a formal declaration made by a notary puhlic, under his hand aad eeal, at the request of the holder, of non-acceptance or non-payment, and the parties liahle are formally notifled. It is the practice of all hanking institutions to protest all notes not paid at maturity, and cheques presented when there are no funde to meet them. Protest may he made hy the dehtor.
Qualified Acceptanco.-If an acceptance is "qualified," that is to say, if it materially varies the effect of the draft as originally drawn, as hy making it payahle at a particular place only, it may he treated hy the holder as dishonored and be protested for non-acceptance.
Time Allowed for Acceptance.-A draft must he accepted within the time prescrihed hy statute, which in Canada is threc days, including the day of first presentment. The drawee may accept a bill on the day of its due preseat-

## DRAFT8

ment, or he may demand two days' further time to decide whether he will accept or not, and in case of sued demand the draft cannot be legally protested for non-acceptance until the time has expired. If not protested within the time specified, the deht must be treated by the person presentin. it as dishonored for aon-acceptance, otherwise the holder will lose his right of reconse against the drawer and indorser.

Any Material Alteration of a draft after it has been drawn or accepted makes it valneless.
Death of Drawee,-Should the person upon whom the draft is drawn die hefore it is accepted, it shonld he preseated to his legal representatives. By Statute in some States $n$ demand draft may be paid withia a limited time after the death of drawee.

Bank Drafts.- $A$ draft made hy one bank upon another is called a hank draft. This is the most common kind.

In Buying a Draft at the Bank, it is always best to have it made payahle to yourself, and then indorse it in favor of the persoa to whom you intead to transfer it. This gives you a good receipt for the money.
Drafts on Forelgn Countries are called hills of exchaage. (See Bills of Exchaage aad Cheques.)

> Accustom yourself to taking and gioing receipts, coen in small business transactions. It may sace you much trouble, worry and expense.

## BILLS OF EXCIIANGE

## TOPM OF DENTE

To Ono's Own Ordor

## $\$ 50.00$

Ten dayn after sight pay to my limmilton, Ont., Feb, 2, 1014, to
To Wellatan Hili,
Liamilton, Ont.
$\$ 100.00$
Bight Draft
Gttawn, Ont., Aug. 3. Io14.
At ifght pay to the order of II wary Stary One IIundred bollars, na charge to the necount of To William DIx,

St. John, N. B.
$\$ 50.00$
At ten dayn' slebt pay to the order London, Ont., Nov. 1, 101 f . order of Warren Hazeltern at Imper. d
Value recelved.
To II. IR. Moser,
Chas. Hunter.
Oshawa, Ont.

## Time Draft, Second Form

320.60 Hallfux, N. S., Oct. I, 1014.

Twonty days from date pay to J. IK. Kutter, or order, Three IIun. dred and Twenty Lollars. Value recelved. To Wm. K. Aslre,

James Cllaz.
Halleax, N. \&

## BILLS OF EXCHANGE

Eow Drawh,-Bills of exchange, as drafts on foreign countries are usuaily cailed, are drawn in sets of three, eacil one referring to the other two. They are ailke, exoept that they are num. bered first, second, and third. If the first, which is usualiy lept hy the purciuser to be presented hy himself for payment at tile foreign bank, is lost, then the second or third, being sent hy maii, may be used. Tise payment of one cancels the other two. To distinguish them from other drafts they are sometimes cailed foreign hilis of exchange, and the others are sometimes cailed iniand hills of exchange.
The bank selling a Bill of Exchaiou, having money deposited in a foreign bank, orders the bili cashed there In this way travelers are saved the trouhle and risk of carrying iarge amounts of money with them. Merchants engaged in foreign trade also find tbem very convenient, and make ali their payments through Bilis of Exohange.


## Buld of excuanos

Exis of routuay mith or Exaznmay
Fony 1


Toronto, Nov. 5, 1914.

Nimety days after sleht of this our First of Exchange (second anci third of the same dute ant tenor unpaid) pay to the order of Chas. Wilson One Hundred Pownds Sterling, value reccived, and charge the same to

Henry Horman \&o Co.
No. 6,8
To the Commercial Bank of Glasgow, Glasgow, Scot.

Fonm 2

Fixchange)
Toronto, Nov. 5, 1914. for
£ 100.
ond of Exchange (fivery days after sight of this our Secunpaid) pay to the order of Chas. Wilson One Hundred Pounds Slerling, value received, and charge the same to

Henry Homman \& Co.
No. $6+2$
To the Cownercial Bank of Glasgow. $\}$ Glasgow, Scot.

Form 3

## Exchange)

Toronto, Nov. 5, 1914.

L100.
of Exchange (first Ninety days after sight of thls our Third paid) pay to the order second of the same tenor ant date unSterling, value receive Chas. IVilson One Hupared Abunds Sterling, value recoived, and charge the same to

Henry Horman \&o Co.
To the Cowmercial Bank of Glasgow. Glasgow, Scot.

## LITTTERS OF CREDET

## LETTERS OF CREDIT

A Intere of Oredit is a letter from a bank or mercantile house addramed to its agente or correspondents elsowhere, requesting tbem to pay or advance moner to the bearer of the fetter.
Hilw iceured, -The person who obtains a fotter of thif kind mavally is required to deponit an equivaient sum with the person or firm from whom he obtains it, in money, bonds, mortgagee or tocke.

A Cops of the Later is also sent by mali to the person addremed, in whioh the bearer is so deacrlbed that he may bo reoognized.

13 the Iatter is not Accopted hy the person to whom it is addresed the bearer should at once notify the author and give the reason why it has not been honored.
Farty Eld Reaponsible.-The party whow signature the ietter bears is held responsible for tim amount involved, if the person to whom it is addreesed socepts it.

## TORM OF EFTMIN OF OREDTX

Mehent. Mavart, Meed \& Co.,
Toronto, Jan. 10. 1912. Londo. . 'ing
Dear Sirs. Wo tuke pleasure in introducing to sou Mr. Chas. P. Horder of this eity. who visits England for the purpose of inveating in property in the city or vieinity of London, and desires to open a credis with Fifteen Thousand Dollars. Wo hereby authorize you to honor his dralts to an amount not exceeding in the aggregate the above-named sum and charge the same to us.

The signature of Mr. Hodder accompandes this.
Youra very reapectfully,
Signalure of Chas. P. Hodder. Fomter, Walker \& Co.

## Fostor, Walter ©o.'s Letter Sent by Mail

Mesara, Havart, Reed \& Co.
Toronto, Jan. 10, 1912. Londion, Eng.
Gentlemen: We have to-day granted a letter of credit on your houso (as per enclosed duplicate) to Mr. Chas. P. Hodder for Fifteen Thou. and Mr.
Mr. Hodder to forty-five years of age, five fect ten Inchea tali, has a light
complexion, lisht brown hair, and biue eyes.
Respectfuily yours.
Fowtin, Waleser \& Ca

## LETTERS OF CREDIT

## $\triangle$ GUARANTHES WHTTAR OF ORHDIT

Mr, Walter Coleman
Sherbrooke, Qite., March N, 1914,
Toronto, Ont.
Imak Sir: Mr, Ira F. Van Arsiade, the bearer of this Jetter, is an extensive dealer in boots and shoes in this rity, alud is now about visiting your city for the first time, with a vjew of furchasing goods, We have reason to know the condition of his fanancial ability and his promptness in meeting his babilities. We therefore readily glarantee the payment of any indehterness that he may contract with your house aot exceeding Ten Thousand Dollars.

Very respect fully.

> Meyer, Schultz \& Co.,

175 Moline St.

## The Letter Sent by Mail

1 15. Moline St., London, Ont., Murch n, 1914.
Mr. Wabt::R Coleman,
Montreal, Que
Dear Sir: We have to-day given a guarantee letter of credit upon you for Ten Thousand Dollars in merchandise. The bearer of our letter of credit is Mr. Ira F. Van Arsdade, an acquaintance of ours and a prominent merchant of this clty,

Mr. Van Arsdale ls thirty years old, slx feet tall, has a dark complexion, with dark hair and eyes,

We commend him to your kind consideration,


THE RIOHT HON, W, E, GLADSTONE, H. P.
Whit is really wanted is to Hzht up the spirit that is within $R$ boy, In sonis sense and in some effectual degree, there is in every boy the materiaj of good work in the worid: la every boy, not oniy in thote are stolid, and even in those who are duife quilck, hit in those who

124

## Sterling exchanae tables.

Tazhem Converitisg Sterling Money into Dollans ano Clamta ay tie baz of Fixemanom (oly Parmunal


## EXCISE TARIFF, CANADA.

8pirita-
Whon made from raw yraln, per proof gall.... \$1 00
When made from malted berley.
When made from imported roolaseen or othe sweotened matier free of Customs duty, pet proot ath
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108
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Malt liquar when made ground, per lb...... 0021 hole or rant from
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## STERLING EXCHANGE TABLES-(Continued).




## PART

Transportation. Arbitration. Corporations, etc.


## RAILWAYS

Introductory. The Rallway Law of Canada is contained In the Rallway Act, which is consolldated In tho Revised Statutes of Canada for 1906 as Chapter 37. There have heen come amendments, hut nothing materlally affecting those provisions of the Act which are of special Interest to the gencral puhlic. All the rallways in Canada, except Government rallways and Provinclal Rallways, are governed hy tho Dominion Rallway Aet. Government rallways are under tho control and management of the Minister of Rallways. Provinelal Rallways are under the control of the Provincial Governments. Where a rallway company has been Incorporated hy a Special Act of the legislature of any province, and the road has hcen constructed and operated under the provisions of that Act, the Parliament of Canada may declare such Rall way to be a work "for the general advantage of Cnnada," and then the Dominion Rallway act comes Into operation and excludes all those provislons of the special act which are inconsistent with it. The statute law affecting rallways is of two distinct classes: (1) The General Acts which apply to all rallways, and (2) The Speclal Acts, the provisions of which apply only to the rallway incorporated, and wilich may he sald to constitute lts charter. Every rallway has sts speclal incorporatlng act.
With the exception of lands vested in the Crown, the company may take, without the consent of the owner, lands for a "right of way," one hundred feet in hreadth, except in places where tho rall level is proposed to he more than five feet above or helow the surface of the adjacent lands, when such additional width may be taken as shall suffice to accommodate the slope and slde ditches. The company may also take land "five hundred feet in hreadth," Including the width of the right of way, and to the extent of one mile in length, for stntions, dcpots, yards, freight sheds, warehouses, wharves, elevators, and other structures for the accommodation of traffic. if more ample space is requlred for the convenient accommodation of the puhlic, or for the traffic of the rullway, or for protection against snow drifts, or for the construction of any works ordered hy the Board, the Company may apply to the Rallwsy Board for authority to take the same without the consent of the owner. The com-

## RAILWAY8.

pany may alco enter upon any land which is not more than 600 feet distant from the centre of the lowated iine, and may occupy the same as long as may he necessary for the conatruction and repairing of the railway, whenever any stone, gravel, earth, sand, water or other materiais required for the construction, maintenance, or operation of a railway are situate or have been hrought to a place within such distance from the fine of the rallway. And the company may for the purpose of ohtaloing such materials lay down the necessary tracke, spurs, hranch lines, water pipes or condults over or through the intervening iands. The owner of land, whether taken permanently hy a company, or for a term of years, and for whatever purpose taken, has a right to "compensation" hoth for the value of the land taken and for the injury caused to the rest of hie property. The compeneation may be agreed upon hetween the owoer and the company, and if oot so agreed upon the matter must he eettied hy arhitration.

The award made hy the arhitrators should contaln an adequate and eufficient description of the lands expropriated, and the amount to he paid. Whenever the award exceeds $\$ 600$ any party to the arhitration may, within one month after receiving notice of the award, appeal therefrom 00 any question of law or fact to a Superior Court.
The award or agreement ehall thereafter constitute the title of the company to the land therein descrihed. The compensation paid for lands taken, without the consent of the owner, etands in the place of the lands, aod if more than one person is interested therein, each of the persons interested shall take the share awarded to him.

If the owner of land taken makes any forcihle oppositior to the exercise hy the Company of any power given to it by the judgment or award, the judge may issue a warrant to the sherif of the county or district commanding him to put the company in possession of the land, etc. And where immediate possession is required, or where it is shown that the company should have immediate right to exerclee some power or control over the land, the judge may also issue his warrant to put the company in poseession, even in cases where there has not heeo any award or agreement. But in

## RAILWAYg.

all such cases the company is required to glve securlty hy payment lnto court or otherwise to the satisfaction of the fudge, to cover the probahle compensation and costs.
All rallway companies are authorized to construct "hranch lines" not oxceeding six miles in length, or "spur lines" from the main line to any lndustry, factory, or business. But the owner of such factory or industr: may bo required to deposit a sum sufficient to defray all the expenses of construoting and completing such spur or branch line.
"Railway crossings" and " junctlons" may be established by leave of the Board of Rallway Commissioners on such terms as to protectlon and safety as the Board deems expedient. At any such crossing or junction such signal system appllances and other devices and arrangements may be directed to be used as to render it safe for engines and trains to pass over such crossings or junctions. But no raliway may be carried upon, along or across any highway within the limits of any city or incorporated town until the company has ohtained the consent of the muniofpal corporation, expressed in the form of a by-law. The Board may direct that the rallway shall he carried over, under or along the highway, or that the highway shall be carried over, under or along the rallway, or that the rallway or highway shall be permanently diverted, and that watchmen shall be employed and such other measures taken as appear to the Board to be best adapted to remove or diminish danger.
The company may also be requlred to erect a foot bridge or foot bridges for the purpose of enahling persons to cross the rallway by means thereof. Where a hlghway passes under the rallway it is required to be at least twenty feet In width and not less than fourteen fect hlgh. On every highway crossed at rall level, sign-boards shall be erected and maintained with the words "Rallway Crossing " painted on each side thereof. Where a rallway company is authorized to construct, operate and maintain llnes of telegraph or telephone for the conveyance of light, heat, power, or electricity, the company muat not interfere with any public right of travel nor permit any wire to ho less than twenty-two feet above a highway or public place.

## RAILWATB.

Farm Crosslags. Companles are required to make and maintain sultahle ditches and drains alngsolde nf and across and under thn railway, tn affnrd sufficlent nutlet tn drain and carry off the water, and tn make crossings for persons across whnse lands tre rallway is carried, convenlent and prnper fur the crossing nf the rallway fir Farm purpoecs.
The Rallway Bnard may nrder the company to prnvide und construct a sultable "fnrm Crnseing" whenevnr the Bosrd deune it necessary, and may direct how, when, where and hy whnm, and upnn what terms and cnnditinns, such farm crossing shail he constructed and maintained. The enmpany must alsn erect and malntaln fencee nf a minlmum helght nf four feet six inches nn each slde of the rallway, with swing gates at farm crnselngs, and cattle guarde nn each slde at every highway crnssing at rall level, and the fences must be turned lntn the cattle guards at each slde nf the high way.
Where an nwner brings an actinn agalnst a rallway for the value nf cattle kllled hy trains nr engines, he must furnleh satisfactnry evldence that thn cattle were sn kllled, and that the fences nr cattle guards were defective. Even where cattle nr hnrses are trespassing on a raliway, and are kliled nr Injured, if thls could have been prevented nr avolded by reasonable care on the part of thnse In charge of the engine, the company may be held llable. All rallway stations are required tn be erected, nperated and malntalned with gond and sufflelent " accnmmndatinn " and facillties for "trafflc." Rallway nfflelals may prevent hntel runnera from belng upon the premisee and may exclude them if they see fit.

Wuges of Workmen and Employeess The Act prnvides that in every caee In which the Parliament nf Canada votes financlal ald by way of suhsidy nr guarantee towards the cnsts nf rallway cnnstructinn, mechanics, labourers nr nther persnns whn perfnrm labour in such ennstruction shall hn pald such wages as are generaily accepted as current fir cnmpetent workmen in the district in which the work is helng performed.

Rallway cnmpanies are required tn prnvlde and use modern and efficlent apparatus and appliances for communlcatinn

## RAILIVAY8.

hotween the conductor and engino driver, hrakes that will check the sjeed and hring the train safely to a standstill as expeditiously as possihic, and couplers to connect the cars automatically hy impnet, and which can bo uncoupled without the necessity of men going in hetween the cars. Upon all trains carrying passengers the syatem of hrakes must he continuous and Instantaneons in action, and capahie of heing applied hy the angine driver or any hrakemnn, etc.
Companiee are required to havo a hlackhoard on tho outside of station houses with notices written thereon with white chaik stating the time when trains may he expected to

No passenger train shall have any freight, merchandise or lumher car in the rear of any passenger car in which paseengers are carried. When any train is approaching a highway crossing " at rall level, the engine whistie must he the hell must ho sounding of the whisile untll them from the time of the highway. No train is allowed engine has croesed euch thickly peopled portion of any to pass in or through any greater than ten milee an hour, uniess the track is epeed in or properly protected. No train shall he allowed to penced over any highway crossing at rall level at a grenter pase than ten miles an hour, unless and inel at a grenter speed maintained and protected in sach crossing is conetructed, Regulations of the Board Wecordance with the Orders and person must he placed on there trains are hacking up a advancing, to warn persons stand of the car which is Cars or engines must not he allin on or crossing the track. of any highway, or in shunting to owed to stand on any part longer period than flve minutes. pany employed on passenger Every employee of a comtions is required to wear on hisins and at passenger stacate his office, etc.

Trafic. Each raliway is required to furnish without delay at the plnce of starting, and at any junction of the rallway with other rallways, and at all stopping places estahlished

## RAlLWAYE,

for that purpone, adequate and suitahle meang, appliancea and accommodation for recelving and loading all "traffo" offered for carriage, anc for carrying, unloading and dellverlng the same with due care and dillgence upon a reasonahle hire heing tendered. But rallway compnnies differ from "common carriers" In thnt (1) their right to llmit their llahility hy contract is curtniled, (2) thelr tolls must he equal, and (3) they are subject to the general supervision of the Rallway Board. Common Carriers were not limited by any controlung authority, nad the only qualification upon the tolls charged lis that tbey must he "reanonahle." But rallways must not chnrge one peraon or company a hlgher rate than is charged to another. The general rule is that carrlers of goods are "Insurers" of those goods, whereas carrlers of passengerm are liable only for " negligence." The only defence at common lnw to an action for damage to or for loss of soods was that the loss occurred through what is called the act of God, the King's enemien, some inherent fault or defect in the thing carrled, or the fault of the abipper. For example, if freah meat ia Injured through a "delay" in Its carriage the company will he liable, hut if it becomes unsaleable through being improperly packed or protected, conaidering the distance it is to be carried, the company Is not liahle. Prima facie the compnny is llable for injuries to cattle shlpped, hut where it was shown that the damage to the cattle was due to neglect or carelessness on the part of the owner or shipper, in not aending a man in charge, the company was not held llable. A horse had heen fastened In the usual way in a car, hut wne injured hy having struggled through an opening which to all appearances seemed too narrow for lt to get through, the company wns not held lla hle.

Injnry to Passengers, Rallway Fares, etc. Every pasienger who refures to pay his fare may be expelled from the traln hy the conductor at nny uaual stopping place, or near any dwelling house, hut the conductor must firat stop the train and not une any unnecessary force. No person injured while on the platform of a car, or on any haggage or freight car, shall have any claim in reapect of auch injury if room

## RAILWAY8.

Inmide the pamenser cars aufliciont for the accommodation of tho passengers was furnisbed at tho time. A chock is roquired to be amped to evory parcel of baggags dolliverod by the passenger to the company for transportation, and a duplicate of sucb check to be given to the passensor. Rallways, being "common carrlers," aro liahle at such wbon they corry a passonger and his peraonal lugsage for hlro, but where a paesenger retains his baggage in his own possession at his owo request, the compaoy is not llahio for loss or injury to sucb pernonal baggage during its traosit, uniest it was lost or injur 1 through tho carolessness or negligeoce of tbe employeer of the company.
Rallways nagy limit their liability to the extent permitted by etatute, but the conditions aod extent of the limitation ehould be made known to the passenser. Tbey are only bouod to check and carry free of charge "passengers' lug. gage," and are ooly Hahle for sucb artlcles no carried, and " iuggage." Wb, as are properiy comprebended in the term tity of "gold pens and pencile" carried in a valise a quanheld that such articien did oot intended for ealo, the court

The contract of a rall
care to carry him safely the a passenger in to take due Journey. The compaoy in roughout, and to the end of his respects free from defects and equipment, but reesooably Derfect in thedr conetruction passenger riding on a frelgbt tradaptahle and sultahle. A tbe same accommodation aod train is not entitled to expect a paseenger train. If a passengery as if he were using tbere te no platform and passenger chooses to get off whero through tbe car or cars injured, wben he could by golng cenoot claim damege for en etepped upon a platform, be Tbe contract bojury. Is ueually on the the compeoy and a tlcket bolder known to the tick ticket itself, and if tbe cooditioos are $\mathrm{h} / \mathrm{m}$, if be te infured "negilgence on the tbe company may he liahle. But A company may uoderte of the passenger " may he sbown. If no conditions are impo to keep baggage untll required.
H.AI.WAIs,
the value of tho soods, but of courso it could havo limitod ite liablity hy cootract. The meosure of damages for injurien to passeogers may aleo be limited by ngreeuseoh. Geoerally speaklog, such damages as may be roasouably supposed to have been in cootemplation of the partios when they make the contract, may he clalmed.

Liablitty for Damage to Goods, efe. Where a shipper accepts a bll of ladiog containing stlpulations agalost the carrier'a linbility, he must be decmod to have read lt, and may he deemed to be bound by the atipulotions. But even Where there is a condition that the goods are "shipped at the owoer's risk," or any other terms relieviog the company trom liability, such words, unlese they expressly cover loss due to the negligeoce of the cnrrier or lte servants, will not he construed to relieve the compony from loss occasioned by its oegligeoce. Att snch conditions are construed strietty agalast the company. Where the hill of ladlog stated that the goods were recelved by the company "at the owoer'e sole riek," yet it was held that the compaoy wae llable for loss occaslooed hy the negligeoce of its servante in oot protecting the goods from the wenther. A condition to a shlppling recelpt relleving the compony from llability, even if tho loss or damage should be "caused by the negllgence, carelessoess or want of skill of the carrier's servaots," has heen held not to apply to cases where the goods were wroogfully sold or converted hy the carrier.

The measure of damages in actione for injurlee to goods Is "the volue of the goods," but, as already stated, the company may llmit its liability lo that respect by conditions to the contract with the shipper, ood the cooditions may provide that " notice of the lóss" must be given to the company within a limited time. There is nothiog in the Act requiring that the conditions in bills of lading shall be Just or reasonable. The carrlers' contract is with the person in whom the property to the goods is veeted. Where goods have beeo sold, aod reshlpped by the coosigoor purauant to agreemeot, the consigoee is the proper persoo to sue for loss or damage.

## RAIIWAIN.

Stoppage In Trunwltu. Whore goods are dellvered to a carrler, the right of "stopynage In tranitu" continues in the unpald veadur sa long an the goods are In the ponsesslon af the enrrler, whether the carrler was nonitnated hy the consignce or not. if the carrier la hotifled b. 1, efinder to return tho goods and deellups to do so, he b... $\}$ lc. Ilable is the sender for their value, Even Whero firoul tul and at their destinatlon, hut owing to romo in'..."い'. "以, ha... not been delivered to the consignee, stopped hy the consignor, tho "transhi (ans i. binil and the stoppage in valid. Hut if tha, Hit ut is. in! dentinatlon, and the carrter
 When a purchaser refuses th accept the is 41 th end.
 the goods, hls duty is to hold douht of the sender's right, he should apply pleader. A notice af stoppage in traneitul. (in il inter. to the person wha has the Iminedlate cust should we kiven and should describe them sufficleatly. The an goods shipped nre "too remote", and whe expected profits hns been made in the English courte it where such a cialm Where a conslgnee filledish courts it has been disallowed. company was allowed to take dellvery of a horse. the Hotel expense Incurred charge the expense of keepling him, heen delayed in transt while walting for goods that have case a clalm for hotel cannot be recovered. In another husiness whlle a traveller expenses and loss of profits upon sample trunks was allowed was awalting tho arrival of hls

With regard to "dangerous commodilien," the Act provides that no passenger shall he allowed to carry, nor shall a company he required to carry upoa Its rallway, gunpowder, dynamite, intro-glycerine, or aay other goods whith are of a dangerous or explosive nature, and cvery person who sends hy a raliway aay such goods shall distinetly mark their dangerous aature on the outslde of the package, and otherwise give notice in writing to the station agent whose duty It ls to recelve such goods and to whom the same are dellvered.

## RAILWAYS

The company may refuse to take any package or parcel which it $s$, wects to contaln goods of a dangerous nature, or may require the same to hs opened to ascertain the fact, and the company is prohibited from carrying any such goods except in cars specially designated for that purpose, and having in large letters painted on the outside thereof, "Dangerous Explosives."

Officers and Employees, Every conductor, locomotive engineer, train despatcher, telegraph operator or any other officer or employee of a raliway company who is intoxicated or under the influence of ilquor while on duty is liable to he punished hy fine or imprisonment, and every person who sells or gives spirituous or intoxicating ilquors to any servant or employee of a company while on duty is liahie to a fine or imprisonment. it is the duty of raliway companies to cut down and destroy all thistles and noxious weeds annually growing on the right of way, hefore they have sufficiently matured to seed, and in case of the neglect of the company to perform this duty a penaity of $\$ 2$ per day may he imposed. And any mayor, reeve or chlef officer of any municipality in which any part of the right of way lies may employ workmen to cut down, root out and destroy such thistips and weeds, and may recover the costs thereof from the raliway. Any raliway constable who neglects his duty is llahie to a fine or imprisonment. Every person who wilfuliy hreaks down, enters or destroys any gats, fence, bullding or structure of a raliway, or removes, ohilterates or defaces any printed or written notice, direction or hy-law of a company, or wilfully ohstructs or impedes any officer or agent of the company in the performance of his duty, shall he llahie to a penalty not exceeding $\$ 50$. Every person, not. connected with the rallway or employed hy the company, who walks along the track thereof, except where the same is laid across or along a highway, is llahle on summary conviction to a penalty not exceeding $\$ 10$.

## TRANSPOR'TATION

## Liability of Railroad and Exprsss Companiss

Ths Businses of Transportation, especially of goods and merchandise, and the laws wbich regulate the same are of great importanee, and should he thoroughly understood by every one.
Carriers. - Those who transport goods for others are called carriers, and since all the business is done under contract such contracts are very numerons.
Common Carriers, -1 common carrier is one whose business is the carrying of goods or persons from place to place for a consideration, either hy land or water.

The most common ones are the railroad, steamboat, steamship, and express companies, but trickmen, teamsters, expressnien, and others who offer their carrying services to the public generally are also common carriers.

## Common Carrisrs of Goods

Two Elements ars Necessary to constitute one a eommon carricr (1) his following it as a hmeiness, and (2) his offering his sarvices for hire to the publie generally. Thuse who work only for a particular person are not common but private carriers.

Obligation to Taks. - $\Lambda$ common earrier is obliged hy law. to take any goods that are offered to him for transportation

## TRANSPORTATION

to sny point on his ronte, provided his usual compensstion ia offered him in advance.

In csse the carrier's cars are fuil he may refuse to take more; he may slso retuse to carry freight of a dangerous character, such as explusives.
Rates.-Carriers may estshiish such ratea, provided the same are reasonable, or make such coatrsets as they choose. Large corporations usually have cstablished seliedules of rates. They can change these from time to time, hut they must accept the goods of all persons at those rates. They csnnot demsnd more from one person than from another, hut must treat all alike
Discrimination UnJawful.-The carrier muat not make unjust discrimination as to prices of carriage. Before the passsge of the Inter-State Commerce law, systematic discrimination in their charges was practiced ly some of the rsilroad compsnies in the United States. Great corporations were given low rates for their vast shipments, while the amall shipper was crusled hy much higher charges for trsnsportation. Unjust discrianmations were alwe made hetween different towns and loentities. The Inter-sitate Commerce law rendera such discrimizations unitatui.

Compensation, - Common carriers may demand their pay in sdvance, yet they often transport the groals and collect the freight from the person receiving the same.
In case the person to whom the goods are sent refuses to psy the charges the earrier must collect from the sender, for it was with him the contract was made and he aione can he sued. The other party made no contract with the carrier, hence cannot he sued. But if the sender is acting as the agent of the person to whom they are to he sent the company may sue the latter, for in that case the contract was made with him.

Diligence and Dispatch.-A common carrier is hound to carry the goods with reasonable diligence and dispateh, and safely deliver them to the person to whom they are cmsigned, without any loss or injury, excent such as may hef oceasioned hy the act of God, the puhlic cnemy, or the fsuit or fraud of the owner.

When Liable Beyond His Own Route.-If a carrier re-

## TRANSPORTATION

ceives goods for transportation and agrees to deli:cr them beyond the terminns of his own ronte he renders himself responsible for the whole route. He may by special contract limit his liability to his own ronte, and absolve hinself by safe delivery to the next eonnecting carrier.
Carrier's Lien, - Common earriers have another way to obtain their pay: Common ear.iers may keep the goods they have trausported until their charges are paid.

Thus, there are three ways in which a carrier may enforee payment of his freight, riz,

1. Ho may refuse to take the groods unless payment is made in advance.
2. He may transport them and then keep them until paid. 3. He may transport and deliver them and then sue the person with whom he made his contract.
Loss or Injury. - Common carriers are responsible for any loss or injury occurring to goods which they are transporting. Any damages that have occurred to the goods while in possession of the earrier must be made good. He has complete control over the goods as if they were his own, loss. while in his possession they suffer injury it is his
The carrier is not liable for the "act of God," such as evelones, fhoods, lightning, $n$ public enemy as in war, or (in shipping) for perils of the sea. But fire, unless cansed by lightning, does not come muder this head. Robbery or theft does not relieve them from liability.

Any damages that have oceurred to the roods while in possession of the carrier must be made good if it oceurred through the carelessness of any of the employees.
Perishable Goods. - Carriers are not responsible for loss to fruits that decay in their possession, or goods shipped in defcetive boxes or carelessly packed, such ns glassware, crockery or other articles that ure easily hroken,
If a package is of great value, such as money, the common earrier mist be informed of it.
Collecting Damages.-In ease of damage to goods the railrond or express empany shonld be dnly notified and the amomit of damayes stated or sworn to before a proper offlcer and with suffieient eviden'e, if required.

## TRANSPORTATION

A common carrier must pay the market value at the point of destination of all property lost or destroyed by his fanlt while in his eare for transportatic. 1 ,
Roceipt. - In shipping goods by freight or express a receipt or bill of lading should always be taken and carefully preserved.

Bills of Lading. -The hill of lating is the earrier's aeknowledgment of the receipt of goods, and is evidence of contract between the parties, and is supposed to contain all the earrier's elnim for non-liability. Three eopies of the hill are made out; one is kept by the shipper, another by the party transporting the goods, the third is sent to the person to whom the goods are ennsigned.

Bills of Lading are transferable and assignable, and the assignee may sue for the reeovery of the goods.

## Form of Bill of Lading

New York, December 10, 1004.
shipped in good order, and well conditioned, by James C. Hanton ............... on board the ship Goodspeed
Marked as follows
Sylvester Clyde, Rio Janeiro.
whereof Chas. Boilman.. .......... Is master, now lying in the port of New lork. . ............. and bound for the port of Rio Janeiro.
300 barrels of four, being marked pita are to be dellvered in the like order and condition at the port of Rio Janeiro.. ............. (ths danger of sea only excepted) unto Sylvester ctyde.................. . . or his assigns, he or they paying freight for the sald cases, with ten cents primage and average accustomed

In witness whereol I have afirmed to three hills of ladjng, all, of this tenor and date; one of which heing acompllshed ths others to stand vold Henry R. Sandford.
(In the above form, Hanton is the shipper or consignor, ('lyde the eonsignce, and Sandford the earrier. It might be signed by the master (Bollman) instead of b. Sandford.)

## Common Carriers of Persons

A conmon carrier of persons is one who holds himself ont to earry for hire from place to place all sueh persons as

## AGENCY

choose to employ him. Rallroads, steamboats, street car, omnibus and stage line companies are the most common.

His Duty.-Ho must carry all persons who may present themselves for carriage, provided they are in a proper condition and offer their fare. He ls bound to provido sultahle and proper means of conveyance, with suitable attentlon.
His Liabillty.-He is bound to use the highest degree of care and diligence in the conduct of his husiness and is responsihle for negiigence of any kind. He is bound to protect the passengers against insult or injury from his servants or employees. He must give passengers reasonahle time to get off and on the carriage and suitablo means of doing so.

Baggage-Passenger carriers aro responsihle for the baggage of their patrons. If the servants of the carrier are allowed to carry parceis, the carrier will be responsihle for their safo delivery, although the carrier derives no beneft therefrom.

A Baggage Check is evidence of the limbility of the company lssuing it.

Baggage does not include merchandise, or money, except an amount reasonable for expense.

If a carrier selis a personal ticket to a point beyond the terminus of his own route, and especially if he also checks the baggage to such a point, he is responsible for the safety of the baggage to that polnt.

## AGENCY

An Agent, in law, is a person authorized to act for another, called tho principal, the relation hetween them helng known as agency.
Agency is one of the most common and necessary relations of iffe. Nearly cvery one acts overy day as the agent to somo one nilse. Thus every clerk $\ln$ a store is the agent of the proprietor. Almost all the business of brokers, commission merchants, iawyers, auctloneers, etc., is some sort of an agency. Corporations act wholly by means of agents, vlz.: their offlcers, clerks, etc.

Who May Aet ns Prinelpal or Agent.-Any one who is

AOENCY
eomperent to do business for himself may aet as principal, and appoint an arent to transact it for him. Persons who caanot do business for themselves may, however, be appointed to act as agents. Therefore minora and married women may act as agents.
A. General Agent is one anthorized to represent his principal in all his business of one particnlar branch.

A Epecial Agent is one appointed to a partienlar tbing unly, or a few particular things.

How Appointed.- An agent's anthority may be given orally or by writing; no particular form of words is necessary. In important matters, the agent is often appointed by a written instrument which is called a power of attorney. When thms anthorized muler seal and said instrument duly acknowledged and recorded, an agent can sign deeds, or other conveyances of real estate or sealed instruments.

Extent of Authority.-The employing of an agent is the act which gives him his authority. An agent has authority to do whatever is necessary or generally done in connection with the purposes for which he is employed. Some employments give very wide latitude of power, and leave very mneli to the discretion of the agent; others give a very limited anthority.
Liability of Prineipal. - The principal is responsible for the acts of his agent committed in the execution of tho ageney and which are within the seope of the agent's authority. A distinction is here made between a special and a general agent. If a special ageat exceeds or disobeys his instructions the principal is not liable; but if a general ricent exceeds his anthority the principal will he bound, if the art 's within the apparent scope of an asent's anthority, when it is such an act as is natural and nsnal in transacting hasiness of that kind. By :ppointing him to do that business, the primeipal is consilered as saying to the world that his ageat has all the antlo-ity necessary to transact it in the usnal way. For any eriminal aet, however, of the agent, the principal is not responsible unless he anthorized lim to commit it.

Wrongful Aets of Agents. - As to wrongs and injuries, or

## AGENCY

torts, as they are called in law, the general rule is that the principal is liahle to third persons for the wrongful acts of the agent when acting within the scope of his agency. But this does not relieve the agent of personal liahility himself.
The Agent's Liability.-1. To his Principal. An agent is hound in transacting the affairs of his principal to exercise all the care which a reasonahle mnn would exercise in his own, and to the utmost good faith. For any loss to the principal through neglect or unfaithfulness, the agent is liahle to him. 2. To the Third Party. If an agent conceals his character as an agent, or transcends lis authority, or if he expressly hinds himself in any way, he is himself liable to the third party.
Accounting. - The principal may call his agent to an account at any time, and may recover full indemnity for all injuries sustained hy reason of the positiva misconduct or negligence of the agent, or hy his transcending his authority. An agent is not liahle to his principal for not accounting until demand, which demand should he made, and suffeient opportunity civen lim for payment.
Compensation fees against the principal. - An agent is entitled to compensation for his services, and reimbursement for the expenses of his agency, and for personal loss or damage in properly transacting the husiness thereof.
Sub-Agents.-An agent may in many cascs himself appoint another agent and net throngh him. Such a person is called a sub-agent, and is responsihle to him who has appointed him, as his principal. In most commercial transactions suh-agents may he employed.

In Whome Name the Busineas is Done. - All husiness should he transacted and money deposited in the name of the principal.

Mixing Property.-If an agent mixes his own property with that of his principal, so that it cannot he identified, it will all helong to the principal.
Reaponsibility to Third Party.-Ordinarily a person can only he responsible for his own acts, hat an agent's act is renlly considered as that of his principal. Therefore the rule is that the principal is responsihle for the acts of his agent. The principal is hound even though he was un-

## AGENCY

known at the timo the act wss dono, beeauso he is supposed to derivo the bencfit of the same.

Ratification.-If a principal ratifics an act done, he is bound hy it, whether he hid given the agent authority or not. Suhsequent ratilleation is equivalent to prior authority. But if auch ratification is $n . \cdots \%$. under a mistake of circumatances it is not hinding.
Responsibility of Third pouy.-A person doing husiness with an agent is just as cesponsihle to his principal as theugh he had transacted tho husiness with the latter in person.

Revocation.-It is always in the power of the principal to revoke an agency; but if the power conferred is conpled with an interest, as where an agent has power to sell goods and apply the proceeds to his own use; or if it is given for valuahle conaideratiou, and a continuance of the agency is necessary to meet the responsihilities he has assumed in advance, to carry it on, then such ageney cannot ho revoked at the pleasure of the principal.
How to Rovoke an Agency.- It must bo done by an express act of the principal or hy the aet of law. The first implies a written form revoking the puwer of attorney that has heen conferred, or any express : laration to revoke. The second occasion may he the death of the principal or agent.
Notice to he Given. - Due notice should he given hy the principal of such revocation to those who knew of the autbority given to such agent, hecause a general authority may continue to hind the principal after it has heen actually reealled, if the agency were well known and the recalling of it wholly unknown to the party dealing with the agent without that party's fault.

Power of Attorney. - The authority hy wbich one person is empowered to act in the place or as the attorney of another is called a power of attorney. The power of attorney is usually in writing and under seal, though for many purposea it may be crested hy parol. Strict rules of construction are applicable to these instruments, and courta incline to construe even general powers narrowly rather than hroadly. If the power of attorney is to be recorded it should

## POWER OF ATTOHNEY

be properly acknowledged before anl oflicer the same as a deed.

## General Form of Power of Attorney

Knew all Aen by These Prestnte. That 1. Wllliam Hrown, of krymon, Couniv of Pontige Irrivduce of Quebec, have made. constltuted and sppolnted and by theso prements do make, conytltite, und appolnt, George D. Staiden my true and lawful attorney for me and in my nume, placo sid stead. There state the purpone for which the power in given]. giving and graniling unto my sald attorney full power and nuthorlty to do and perform alf and o , $\cdot$ : sct and thlog whatsoever, requislte and necessary to te done in and about the premices, as fully, to all lntents and purposer. as 1 might or could do if personslly prosent, wlat all power of ubstitution and revecation, herehy ratifylng and confrming all that my sald nttorney or hla subetitute shall Jnwfully do or cin:use to the done hy virt te thereof.

In witness wherect, 1 have hereunto set my hand nad seal the second day of January, ono thousand nlne hundred nnd .....
Slgned, Sealed, and Dellvered William Hrown. [bral]
in Presence of

## Power to take Charge of and Carry on Business

Know all Men by theac Presents, That I, Henry Saylor, of Aurora, Illinols, do hy these presents appolnt, constltute, and make R. I. Winters my true snd Inwiul sttorney. for me and in my place and stead to take charge of my huslneds of general merchandlslog at Aurora, IIItnols; to purchase and sel! for cosh or on credlt all such artlcles, goods, merchandise, and warcs, as he shall deem proper, necessary, and useful in sald huslness; to slgn, nccept, and Indorse all notes, drafts, nnd hllls; to state sccounts; to aue and prosecute, compromise, collect, and settle all elalms or demands due or to hecome due, now exlsting or hereafter to exlst in my favor; to adjust and pay all clalms or demands which now exlst or masy hereafter arlse agalnst me, elther connected with sald husliness or otherwse

In witness whereof. I have hereunto set my hand and seal, thls -
Henty Saylor. [seal.]

## Power to Vote as Proxy

Know All Men by These Presents, That
undersigned. Stockholder in the... . . . . . . . . . . . . . . . ..., the do herehy nppolnt
Attorney, with power of suhstitutlon, for...............true sad lawful .
to he held nt.... metling of the stockholders in sald... . . . . . . . . . . with all the powers ................or, at any adjournment thereof hereby revoklig all prevlous proxles . . . . . . . . . all prevlous proxies.

## Witness

## ARBITRATION

## Porm of Agreement to llefer to Arbltrators

Inow all Lon by Thees Preconte, That wa, the nadoraigned, barohy satually agroe ta submis all the mottern in diferanra between ni, of avary Whilima Beckar nature, to the detaraination and award of Chas. Barkar County of Northumberiand keniligy of the Town of Brighton, in the powor to them, in rase of dieagreemens on Ontario, an arbitratora, with umpire or third aphtrator diagreoment on any matler, to appolat an

Thes anid arbitrater.
ine the matarbisratera, or any iwo of them, ahall haar and dater. the couta and expen dippute betwoen un, and award the pajment of ail trators shall make their eward in wrin arbitration. Thas tha aoid arbiof April, A.D. 10 ...is award in writing on of befora the Afteonth day

In witneat whereot the partios bave hormanto sef tholr hands and eeais this 15th day of March, A.D. 19...
slyned, sealed and dalivered
In tha presence of John Brown.

## 

HoLana R. Coay,
\{Eeal.\}

## Form of Notice to Arbltralors

OEATLIEMEN: You hava been chomen arbitratora on behalf of the underalgnod, to arbitrate and award between them, in diveri matteri and thinge eet fortb in their eubmision, which will be produced for jour inspection when you meet at - in -, on tha - day of - at - o'riock - M.s to hear the allegations and prools.

Dated, otc.
Hegry Gacone
Rohana R. Cony,

## Form of Arbltration Boad

Enow all Men by Thece Preeenta, That Henry Ganser ond Roland $\mathbf{R}$ Cody have this - day - day of - A.D. 19-, suhmitted their mastera in controveray coneeraing the boundary and divislon linem of a certoln trart of land [deeeribe it] to Chas. Barker, Wm. Beckas, and Robart Rehiling. to asbitpate, award, order, Judge, and determina of and conaing the lame.
That we, the undersigned, bind ourselves in the oum of - dollara thas asid Henry Gaseer and Roland R. Cody shall submalt to tha do writing on or before the _rblatatorn, provided asid award be mada in
(Elgned)
Fizd. Hodastre.
Ohas. R. Wrbliane.

## Form oi Awad

Know all Men by Thece Procenta, that we, the nnderaigned, arbl. trators of all the matters of difference. of every name kind and nature, lnetween literry Gasser and Roiand R. Cody, by virtue of their asree. ment of eubmission of March 15, 19... do award. order, judge and determine of and concerning the came ai follown: Thas [then etafe the
fuli
In witners whereot, we have, In oach other'a preance, herennto set
Chas. Baykiz,
WK. Buckan.
Robatr RymLiva.

## A8S10NMENTH

## ASSIGNMENTS

An Acdemment is tho transfer of a debt, obligation, bond, wagea, or any kind of property, personal or real, or any actual interest therein. It elso signifles the written instrument by which the transfer ia cffected.

How Mede. - An asslgnment may be written on the back of the inatrument it is intended to convey, or on a separote paper.

No Formality is Required by law in an assignment. Any instrument between the contracting perties that goes to show their inteation to pass the property from one to the other will be aufficient. Proof will he called for only when it appears that it was merely a sham or fraudulent transaction.

Lands and Tenements.-Assignments relating to lands and tenements must be duly signed, sealed, acknowledged and recorded, like a deed.

For Berefit of Creditors. - Where property is assigned for the benefl of creditors, its actual tranafer to the assignec muat he made immediately. Such an assignment covers all of the assignor's property, whatever and wherever it may be, which is not exempt from execution.
Proforring Oreditors.-At common law the assignor might give preference to certain of his creditors, hut this is now generally prohihited by statute.
Correct Schedules of the property assigned should accompany the assigument in all cases.

Forced Assignment. Where a person is insolvent and refuses to make an assignment for the benefit of his creditors he cannot ho lorced to do so except In Quebec and Newloundland, but relief can be had under the Creditor's Relicl Act.
Some Thinge are not Assignabie, as pensions, government bounties, personal trusta, aa a guardianship, or the rights of a master in his apprentice.

## Form of Simple Assignment

For value recelved, 1 hereby asalgn all $m y$ right. thle, and interet in the within contract to Chas, Hulman

Dated aydney C. B. 1., November 10, A. 11. $19 .$.


## MICROCOPY RESOLUTION TESY CHART

(ANSI and ISO TEST CHART No. 2)


APPLIED IMATGE inc
1653 East Main Stent
Rochester. New York 14609
(716) 482-0300-Phone
(716) $288-5989-F 0 x$

## ASSIGNMENTS

## Assignment of Account

In consideration of One Dollar, value recelved, I herehy sell and arnign to W. C. Cole the withln account, which ia justly due from the within George Sanders, and f hereby authorize the sald W. C. Coie to collect the fame

Toronto. March IO. I9....

## James Haster.

## Assignment of Mortgage

Know all Men by these Presents, That I, Whiliam Bower, the within named mortgagee, for a consideration of Six Hundred Dollars hereby asaign, transfer, and set over to Henry Klingman, his helrs and assigns, the within named instrument of mortgage, and all the real estate, with appurtenances thelein mentioned and described, to have and to hold the same forever, subject, nevertheless, to the equity and right of redempthon of the withla named James Yundt, hls heirs and assigns therein.

In witness whereof, the party of the first part has hereunto set his hand and seal this fifth day of April, A. D. $19 \ldots$

William Bower. [seal]
Sealed and delivered in presence of Euwahd Miller. $\}$
This should be acknowledged and recorded same place as mortgage.

## Assignment with Power of Attorney

In ronslderation of the sum of One Thousand Dollars (the receipt of which is hereby acknowledged), I do berehy asaign, trangfer, and set over to Martin Scott (of Chicago, Iii.) ali my right, titie, and interest In and to [here describe what]. And I herehy eonstitute sald Martin Scott my attorney, in my name ar otherwise, hut ai hls own costs and charges, to take all fegal measures which may be proper or necessary for the complete recovery and enfoyment of the premises.

Witness my hand and seal this twentleth day of January, A. D. $19 \ldots$ (Witnesses)

Hinry Lona.

## Assignment for the Benefit of Creditors

Know all Men by These Presents, That whereas I, William Colerage, merchant of the city of Montreal, and Province nf Quebec, am indebted to various persons in considerable sums of money, which I am at present unahle to pay in fuli, and heing desirous to convey all my property for the henefit of my creditors, without preference or priority other than that provided by law :

Now, therefore, I, in consideratlon of the premises, and of the sum of One Dollar paid to me hy Chas. Watson. of gald city and Province, do herehy grant, hargain, sell, assign, and convey unto the sald Chas.

## BAIL

Watcon of ail lands, tenements, goods, and chattola of every name, nature and description, wheresoever the same may be excenting and To have and to property an ia exempted by law from axtachment. and confidence, to sell the same unto the caid Chas. Watron, in trust for cash upon such lerms and cose of the said rea! and perional estate best, and apply the proceade conditions as in hir judgment may appear
dhe following manner, to wit
are entitied to preference in debts as by the laws of the said Province
Second. To pay a
cost, and charges of and discharge all the just and reasonable expensen,
Third. To executing this assignment.
the creditors of the party and pay the remainder of said proceeds to whicb he may owe, rateably, in first part for all lebta and liabllities

if any there be, reshall be and remainder of the proceeds of said salea, or assigns.

In witness whereof, I have hereunto set my hand
ffiteenth day of February, A.D. 19 . hereunto set my hand and seal tbis
Executed and delivered
in the presence of
William Coberage. [seal]
Johy Mrens,
Henry Best
N.B.-In some cases creditors shouid assent to send an assignment. The laws as to assignments vary in different cases.

## BAIL

Definition.-Bail is a bond or recognizance given for another's appearance in court. It is required in criminal cases generaliy and ias certain civil cases such as Repievin. The term bail is appiied also to the sureties themseives, and to the amount in whicb they bind themselves for the appearance of their principai.

Excessive Bafl.-Tbe magistrate may fix the bail, ir may refuse it, but a superior court may grant it, if refused, or reduce it if excessive.

Bail Bond.-The hond given hy the sureties is termed a recognizance, and in case the prisoner does not appear for triai, or forfeits his bali, as it is termed, tbe sureties have to pay wbatever sum is pledged in the ball bond or recognizance.

## BAILMENTS

## Form of Bail Bond or Recogniannce

pzonince of Ontario, County of York.

This day personslly appeared before the nndersigned, a justlce of tha peaca in and for the asid connty, Oharies Seibert and Frank Stanton acknowiedged in said County and Province, and jointly and severally of Ontarlo, Cunada, in the sum indebted unto the peopie of the Province tbelr gooda aud chattela, landa ond Five Hundred Dollara, to be levied of

Wherear
November, A the above bounden Cbare Seibert, on th. t teith day of Brown, a juatice of ihe peace tate and examined by and before John cbarge preferred agalnst peace in and for the cointy aforesaid, on a ofence charged in anid county, and Cbarles Seibest [here state the Charles Selbert baving county, and the further examination of andd A.D. 19.. at 10 , been adjudged and ociock Ax., and the amid Charles Solhert baving quired by the atatute required by the sald justica to give bonds, as re. anca to answer to ssid auch case made and provided, for hla appear. is suith that if the above corge. Now the condition of this recognizance before the underaigned, boundan Charlea Saibart shall be and appear county, on tbe ninth day of December, in the city of Aurora, in aald then and there to anawer to the asiddor, A.D. 17. at ten o'ciock, A.M., aaid charge, and abide tho the aaid peopla of the Province of Ontario, on depart tha ama without leave, ${ }^{\text {and }}$ judement of asid court. and not to become void, otherwise to be and and in that ctae thia recognizanca As witness our bands and remain in full force a nd virtne.
19...

Charlits Skibirt. [seal.]
Frank Stanton. [8eal.]
Taken, entered into, and acknowledged before me thia tenth day of November, A.D. $19 .$.

John Brown.
Juatice of Peace.
In some cases the recognizances may be orai in open court.

## BAILMENTS

Definition.-Baifment is a defivery of goods or money by one person to anotber in trust, for some special purpose, upon a contract, expressed or implied, that the trust shall he faithfuily executed.

Names of Parties.-Tbe owner of the goods balied is termed the baiior, and the person to whom tbey are delivered or balled, the baliee.

The Responsibilities of Bailees is governed hy the consid-

## BAILMENTS

eration whether, in the caae of the thing bailed, they have been guilty of ordinary neglect, grosa neglect, or slight neglect. Ordinary neglect is the omission of that care which every man of common prudence takes of his own concerns. Gross neglect is want of that care which cvery man of common sense, how inattentive soever, takes of his own property. Slight neglect is the omission of that diligence which every circumspect and thoughtful person uses in securing his own goods and chattels.

The Rulee Governing the law of bailments are: 1. A hailee who derives no henefit from bis undertaking is responsible only for gross neglect, or, in other words, for a vioiation of good faith. 2. A hailee who alone receives benefit from the bailment, is responsible for slight neglect. 3. When the bailment is beneficial to both parties the bailee must answer for ordinary neglect. 4. A special agreement of any bailee to answer for more or less, is in general valid. 5. All bailees are answerable for actual fraud, even though the contrary be atipulated. 6. No bailee is chargeable for a loas by inevitable accident, except by special agreement.

A Borrower for Uee is responsible for slight negligence.
A Pawnee is answerable for ordinary neglect.
A Depositary, one who receives goods or money to be kept for the bailee witbout a recompense, is responsible only for grosa neglect.

A Carrier of goods or money without reward is responsible only for gross neglect, or breach of good faith.

A Privete Carrier for hire, by land or water, ia enswerable for ordinary neglect.
The Hirer of a Thing is answerable for ordinary neglect.
A. Workman far Hire must answer for ordinary neglect of the goods intruated to him, and apply a degree of skill equal to his undertaking.
All Baileee Become Reeponsible for losses by casualty or violence, after their refusal to return the things bailed, on a lawful demand.

Barrowers and Hirers are answerable in all events, if they keep the things borrowed or hired after the stipulated time, or use them differently from their agreement.

## BANKRUPTCY

Dopositories and Pawnees are answerahle, in all events, if they use the things deposited or pawned.
Innkeepers.-An innkeeper is responsible for the acts of his domestics, and for thefts, and is hound to take all possible care of the goods of his guests. He is regarded as an insurer, responsible for any injury or loss, not caused by the act of Gorl, the King's enemies, or neglect or fault of the owner. When, however, a gucst has the exclusive keeping aud occupancy of a room, the inkeeper is not liable, nor where the guest takes upon himself the care of the goods, or neglects to use ordinary caution.
Warehousemen are hound only to take reasonable and ordinary care of the goods deposited with them. Thus, they would not he liable for thefts, or for loss or injuries caused by rats, unless occasioned by their want of proper care, etc. Their liahility commences as soon as the goods arrive and the crane of the warchouse is used to hoist them in, and it terminates the moment they leave his premises. The warehouseman's linhility is usually fixed or limited by receipts which they give for the goods deposited, and which pass from hand to hand hy assignment. See Warehousing.
Wharfingere. - A wharfinger is one who keeps a wharf for the purpose of receiving goois on hire. His responsihility is similar to that of a warehuuseman.

## BANKRUPTCY

There is no general hankruptcy legislation in Canada as yet. By the British North America Act legislation of this kind must be passed by the Dominion Parliament. The Provincial Legislatures have no authority. Such Legislatures may, however, pass regulations governing the voluntary assignments by individuals or corporations. Most of them have done so and the references in this book to assiguments for the benefit of creditors eover the greater part of the legislation now in force so for as its general application is concerned.

## PARTNERSIIIP

## PAR'TNERSHIP

A partnersbip exists when two or more persons combine their property, their labor, their skill, or all of these in business, to share the gains and losses in certain proportions.
The Firm is the name, style or title under which the partners dn business, and also means the partners themselves, taken eollectively. The flrm name shonld be set forth in the articles.

## DIFFERENT KINDS OF PARTNERSEIP

A General Partnership is constitnted between individuals if they agree to enter into a general or particular business, to share the profits and losses together without fixing any limitations or conditions.
A Special or Limited Partnership is an agreement entered into to allow a special partner, whose name dues not appear in that of the firm, to put in a limited amonnt of capital and to receive a corresponding share of the profits, and he beld correspondingly responsible for the contracts of the firm, hat only to the extent of the capital contributed by. bim, and no special pnrtner can interfere in or transact firm business. A speeinl or limited partnership agreement or certificate mist generally be acknowledged or sworn to and recorded.
Sueh partnerships were unknown to the common law, and the limitation of liahility is secured in this country orly. hy strict compliance with the parieular requirements of the statutes of the se icral Proviness os States.
The statutes generally require suel a partnership to he defined in a certificate, acknowledged like a dect, which must set forth the firm name, nature of husiness, names of treneral and special partners, distingaished as such, and the amount which oucia special parther contributes.
An Ostensihle Partner is one who is known as such to the world.
A Secret Partner is one who is not openly or generally so declared. He is not liable for debts contracted after his retirement, although he has given no notice of the same.

## PARTNERSHIP

A Dormant or Silent Partner is one who takes no part in the transaction or control of the business, but shares in the profts and losses according to certain agreements.
A Nominal Partner is leld out to the world as such without actually participating in the profts and losses of the business.

## HOW PARTNERSHIPS ARE FORMED

All persons who are legslly competent to do business for themselves may enter into partnership.
A partnersbip may be formed hy a mere verbal agreement and stand in law, but a written agreement is tbe only safe one, and he wbo neglects it will doubtless have reason to regret it later.
The parties nayy agree as they please as to sharing profits or losses, but in the ahsence of writing to prove the contrary the law will assume tbat psrtners sbsre profts snd losses equally.
The articles of agreement should be drawn up witb special care in writing the detsils of conditions, liabilities and proportionate share of profits or loss fully stated.
When in force.-In Canads s limited partnersbip is not considered formed until certificste is filed, and a general partnersbjp must be registered within a definite time, under penalty. Use of Name in Partnersblp. When a psrtner witbdraws from in firm, but allows his name to be used ss before, or if one lends his name to s firm, in either case he is held responsihle to third persons as a partner provided such tbird person bas given the credit on the faitb thereof.
Suing Partners.-It is generally supposed that one psrtner cannot sue another. This is not wholly true. A partner esn sue for a balance due him after settlement of general accounts or for a balance due him on some specific accounts or for a balance due him on some specific account. It is, however, best to appeal to a court of equity, for that court can do for psrtnership what the law cannot do.

## DISSOLUTION OF PARTNERSHIP

A partnership may he dissolved hy mutual consent, hy expiration of predetermined time, by destb of one of the part-

## PARINERSH'P

ners, by insanity, by the bankruptey of either partaer, or by the court for any good cause, such as dishourstly of one partner against the rest, or incapacity caused by habitual drunkenness or conviction of any crime.
A partner may withdraw at any time if no time for $t^{1}$. continuation of tho partnership is mentioned in the articles o- agreentent, hut he must give due notico of bis intontion to the other partners.
If the time for tho continuance of tho parenersbip is mentioned, a partner ean revertheless withdraw at any time, hut he is responsihle to tho firm for damages caused by the breaeb of hie promiso.
If a partner dies the aurviving partners alone have the right to settle up the business. To his heirs and legal representatives tbey need only to render an account of the business.

Notice to be Given.-Upon the dissolution of a partncrebip by mutual consent it ebould he indorsed on the articles of copartnership and a notice given in some prominent newspaper. Special notice should also be sent to each one of the creditors of the firm and to thoso firme or persons with whom the partnership bas had dealings.
Authority of Partners.- Ae a gencral rule the whole firm and eacl memher of it ie hound by tho acts and coatracts of one partner, because in the eye of the law the act or contract of one is regarded as the act of all. Eacb is regarded as the agent of all without any exprees authority heing given. Thus, lcans, purchases, sales, aseignments, pledgee, or cbattel mortgagee effected hy one partner on the partnership aecount, and with gond faith in the third party, are binding on all the firm, hut not assignmente for the benefit of creditors.
So is also releaee by one a rclease; notice to one is notice to all; demand of one is demand of all. In matters, bowever, not connected with the partnership, but intended for bie own personal interests, the firm is not hound.
Liability of the Several Partners. - For the payment of partnership dehts the property of the firm, hoth real and personal, as also that of each individual partner, is he'd responsible for amount of the unpaid partnership debt.

## PARTNERSHIP

Individual Debts of Partnern.-If a partner has individual debts, then his interest in the firm is held respousible for them, after the dehts of the flrm have been paid. The linhilities of the frm, however, alwnys have the flrst elaim upou its own property.
Liabilltice of a Now Pastnes,-A new partner is not responsiblu for dehts of the firm contraeted by the snme previous t" lis aduissim.

Selling of a Partner'o Interest.-No partner can well his interest to an outside party, in order to have him take his place, withont the consent of the other paitner.

## Authority of Partnere after the Partnerthip is Dissolved.

 -After dixsolution ench partner has the right to settle ul, the business, unless the partners ngree othervise and give dae notice thereof. He can, bowever, ereate no new obligations, but ouly settle up the old ones. The statnte law of the State should be enrefully complied with in this respect.The following forms will seive as medels for drawing up articles of cepartuership:

## Articles of Copartnership

Arficles of Agreemem made and concluded this first day of January, in the jear A. $D$ one thouaand nine hundred and four, between Heary R Raynur, of the first part, and Cha pi is. Weracr, of the second part, both of the City of Hamiston, in tr : County of Wentworth, and I'rovince of Ontsin.

The nath frarties hase sureed to assorfa : themselven as eopartners for the furmore of carrsing of the cieliorat $l$; fio ds Businexs at No, 450 Ufeveland Avenue. In the city of tianilton aloresald.

1. The naine. title, and style of surn partnershig shall be $f y$ mer \& Werner and it whall continue three years from date hereof, except in case of the death of elther of the sald partners within the sald term.
2. That the sald lienry Raymer contr!hutes Slx Thousand Dollars ( $\$ 8.000$ ) and the said Chaa. Werner Two Thousand Dollars ( $\$ 2.000$ ).
3. All the net profits arising out of the husiness shall be divided in the following proportions: Three-lourths to the sald Raymer and onetourth to the sald Werner.
4. That hooks of account shali he kept, in which shall be entered a tull and exact account of all purchases, aales, transactions, and accounts of sald firm, and which shali alwaya he open to the inspection of both parties and thelr legal repreaentatives res pectively.

## PARTNERSIIP

6. That tha eadd Fienry naymer shall have exclusiva charga of all the buying for the frm. 6. Each partner whall devote all hia tume to the gald lunalness and wil une his brat effortn to make the bunlness nuccemsful and promote the Interronts of the firm in every way.
7. Neither party ahall aname any ohligation of linblity In the name of tha firm for the accommodation of any olher twermon or pripons whatemever funds of the conment of the other party: fur whall eitlier party lend uny of tite And it in turther anted conment of the othes partner. artleles of agreement the other aliall haver party violates any of the aforcmald shlp immediately upon becoming in have the right to disonve this coprartner.

In Wianesa Whercof, wa hava hermed of aueh vtolation. and year abova written.

Imal, realed and deilverett
in the presence ot
H, R, Byaュows.

## Articles of Limited Partnorship

## articies of Parincrahip agreed upon thls first day <br> between Heary R. Raymer of the first thart first day of May, A. D. 1004, tecond part.

The partlea herpto groviding for Umited partnetshiparm a Ilmited partnership, unter the law retall dealers In iry pnodn, to be under the style of llenry R. Raymmer, an of Weatworth, Ontarlo, to commenducted in the City at itamilton, county Henry IR. Raymer in to be the ceis day aod cootinue three yeare. capltal 84,000 . Ile is to have charge and partner, and contrihute to the tevote his time and attentlon to it, and managenient ot the busibess and proftable. He In to keep correct and proper his hest excrtions to make it manner, to show all the part cershlp proper books of accoint, in a proper examination to sald Werner at all times antions, which are to be opentor Werner, from tlme to time, all 'nformatlos, anil shall communicate to sald

Charles B. Werner is to be thenpecial particr, and, at the time of executing these artleles, has contributed to the capltal eight thousand dollars $(38,000)$ In ensh to the common stock.

From the profits, If any, each partner contribition to the eapital, and the rer is to recelve the interest upon hala between them. An accounting is to residue of the profit is to be divilied and losses ascertained, and the losse be had once In six months, the profita in proportlon to their respective conis any. are to be borne hy the partners

Uznar capha.
Henry R. Patmer,
Cenrlys B. Wernyr.
[sealal]
Signed. Resied aod dellivered
In the preneoce ot
H. R. Buazowa.

## PARTNEMSHIP

## Cortilicate of Imalted Partnorihip

3was 18 to Orerifs, That the undarimben have, pumuant to the proviflomm of the matutes of Ontarlo, foraide a jimited partnerahls undar the Arm nama of Henry R. Raymar, that the goneral nature of the bunfnens to he tranmerted fa that of retall desters Indry monda. that it is to be conducted In the City af Hamiton, that Honry R. Raymes ia the remernl pariner and
 contriluted the aum of elpht th unand dollara an rapital tnward the common stork: and that ald partnerwhlp in to begin nin the fimt day of May, A. D. 1004, and is to terminate on the firat day of May, A. D. 1007.

Dated this first day of Jiay, 1804.
Etemed in the preaence of Whalay Lomainza, Hemar k. Kaymem,
Notery Publle. Cuacisa B. Wandan

On the first day of May, 1004, before me came flenry R. Baymer and Charien B. Werner, to me known tn be the individuala deneribed In and who executed the above certificate, and they severally acknowiedged that they executed the anmo.
[acal]

William Intmimer, Aotary Public.

## Discolution of Partnership

We the Underaigned dn mutually agree that the within mentioned partnerahlp be and the asme is hereby dissolved, except for the purpose of the final fiquidatlon and retifement of the business thereo and upon auch setternent wholly to cease and trrminate.

In witness wherenf, we have hereunto set our haods and reals this first day of January, 1005.

Bigned, sealed, and dellvered
in presence of
Fieo Ponter,
Allim Morten.

## Notice of Dissolution

Notice is hereby glven that the partoernhip heretntore existinu bet ween Heory R. Raymer aod Chas. B. Werner of Hamllon. Ontalo, mider the firm name of Raymer \& Werner, fa tbif fipst day of Jaouary, 1903, dlamolyed by mutual consent.

Henay R. Raymer,
CHA\&, B, WrENER,
The bualoese will be contioued at Hamlltoo by Henry R. Rasmer, who In authorized to aettle the aftaln of the satd Arm.

Hemiltoo, January 1. 1905.

## COMPANY LAW

Ansocialiona of peenons for the pnrponen of Irade and buniness may be divided ialo two elasnen, anmely, "naineoe. porated" and " incorporated." The prineipal unincorporated troding assoclations, are "partnerships" in whieh each part. ner in flable for all the debts of the frm, and "Imilted partnernhifs" where the llablity of one or more members in unIfmited, aod the llability of the others is ifmited, to the amouot of eapital they respectively agree to contrihuto.

## A "eorjuoration" is a hody ereated by law, componed of

 Individuain united undee a common amme, capable of lu. defialie duration, lavesjed with poween and elghth, and nabjeet to duties nad llabilities, A corporation differs from a partnership, in that it is capahie of "Indefinite dnrailon"it is a legal, not a physical "entity,"-and it is distinct from the persons who from time to time constitute its memhers. A menber of a corporation can netther sue nor be sued upon Its contracts. The property of a corporation, together with the sumis (if any) which is members are bound to contribute to its assets, are a $\quad \cdots+$ avallable for paymeot of its debts. The property of a curporatioo is vested in it, aod not In its members. A corporation ean ooly be made a party to a deed by its agents duly affixiog its "eommon seal" thereto. It caonot be guilty of offences agalost the person. It has only such powers and rights as are cooferred upon it expressly, or by oecessary implicatioo, by the terms of its incorporation, or by its charter, or by the statute creatiog it. It can ooly be dissolved in the mode lodicated hy the terms nf its locor:oration or by statute.Uuder the- Canadian Federal Sjsiem, created by the British North America Act, the right to make laws in relation to tho locorporation of companics "with provinelal objects," is glven "oxclnslvely" to the provincial legislatures. Each provinclal leglslatnre has passed a "Companles Act," uoder which companies may become incorporated by "letters palent," granted and issued by the provincial government, oo compliace with the requiremeots of the Act.

## COMPANY LAW.

The Acts of the Provinces of Ontario, Onebec, New Brung. wick, Manitoba and Prince Edward Isfand aro so mueh aliko that a sbort description of any one of them is euffielent to explain the general principles and operation of each of tbe otbere. The eame remark applies to the group compozed of the Provinces of Nuva Scotia, Saskntchewan, and Alberta. The provisione of the British Columbla Act, partake eomewhat of the nature of each of the two claesee.

The Ontario Act requiree tbat a petition, signed by not less than five persons, etating the proposed corporate name, the objects for whieh tbe eompany is to he Ineorporated, the place within Ontario whero tho head office of the company is to be, the amount of the capital stock, the number of shares, the name and place of resldence and uccripation of each of tho applicants, and the names of three of the applicante who are to he the provisional directors, shall he preeented to the Leutenant-fovernur, asking for the grant of a eharter of incorporation. The petition must be aecompanied hy a "mem. orandom of agreentent" in duplicate, elgned by the petitloners. A eompany "without share capltal" may also be Ineornorated upon a similar petition heing sn presented, stating the proposed corporate name, the objeets of the company, ete. Clnbs, charlties, hospltals, and bnsiness cnterprises which are "not carried on for the purpose of gain," are usually ineorporated without having share capital. Capltallzed companies efect their directors annually. Non. capitailzed companies may eleet thelr direetore for a term of years, or for Ilfc. The Nova Scotia Joint Stock Companies Act says, "any three or more persons" assoclated for any lawful purpose, exeept for the formation of a hanking, loan or trust eompany, may hy subscribing their names to a "memorandinm of assoclatiun," form and ineorporate a joint etoek eompany. The liability of the members may be "lim. Ited" elther to the amount unpald on the ehares held hy them, or to sueb amount as the memorandum of assoelation may fix. The "memorandun of association" must state (1) tho name of tbo proposed company; (2) the objects for which it is estabilshed; (3) a "deciaration" stating the

## COMPANY LAW.

Imitation of the llahility of the members; (4) the amount of the capital stock and the number of shares, and (5) the timo of its proposed existence. Tho word "Imited" must be tbe fast word in the namo of every fimited company. Tbis memornadum of association must be registered witb the liegistrar of Joint Stock Companies, and "articies of assothe memorast aiso be subseribed by the inembers signing In most of the provinces, Joint Stock with the memorandum. incorporated by Letters Patent for Companics cannot be working of rallways, or for tho bustie construction and surance nor for a trist and required for those purnand loan business. A siccial Aet is of Hanks. There is nothin; and a Dominion Aet in the case specinily authorizing the Din the British North Amcrica Act companies (other than Dominion Pariament to Incorforate " Joint stock companit or bnnking purposes), or to pass a exclusivo authority of thet." But section 91 bays that the to ail matters reiating to " tion," "shlpping," " banking" nnd "savings banks"; and spe "issuc of paper money," laws " for the peace, order and authority is given to make Under tbe authority of the sections government of Canada." Parlinment has passed a Joint Stoct Contioned, tho Dominion ing for the incorvoration of companies by lanies Act, providn petition slgned by any flve or more ietters patent, upon name of the proposed company ane persons, stating the It is to be Incorporated cichy, and the objects for wbich tion and management, ctc. The business of the construcfoan companies, and of railways, of banking, insurance, cluded from the Donlegraph and telephone lines, are exobjects are to earry Companies Act. Companies whose a special Act from the such classes of business must obtain generai Act, Parfiament special Act.

The provinces havo enactments requiring "Extra provin. clal corporations" (that is, companies not incorporated in the province), to register and obtain a license from tbe provincial government to do busincss witbin the province.

## COMPANY LAW.

One of the grounds on which they ciaim this right is, "in order to the raising of n revenue for provincial purpoees." The registration proceedings practicaily amount to obtaining a provincial charter.

A foreign corporation cannot exercise any of its privileges or functions outside of the state or provinco where it is created, except by the "comity" of the state within which It wishes to carry on its business.

Suppiementary ietters patent may be obtained, amending the originai fetters paieut in any particuiar. By this means the company's capitai may be increased or decreased, its powers extended, its namo changed, its sharcs re-divided, and in case of "preference stock," created by charter, the terms may be varied.

## BROKERS

A Broker is an agent who is empioyed to transact business for others. His province is to find buyers and seliers and bring them togcther to make their bargains, or to transact for them the business of such buying and seling. In law, he is regarded as a middleman, or intermediate negotiator between the principais on both sides of the negotiation conducted by him.

Classes of Brokers-Brokers are divided into different ciasses, according to the nature of the property in which they deai.

Bill and Note Brokers are those who buy and seli for others drafts, bilis of exchange, and notes.
Exchange Brokers buy and sell uncurrent money, and deai in exchanges reiating to money in different countriee.

Insurance Brokers act for the owners of property in obtaining insurance upon it, scttling losses, etc.

Merchandise Brokers buy and sell property, known as merchandise, for others.

Pawnbrokers, though calied brokers, are realiy principais.
Reai Estate Brokers buy and seil reai estate or mortgages on real estate for others.
Shipping Brokers deal with the purchase and sale of vesseis. procure freights, etc.

## COMMISSION MERCHANTS

Stock Brokers huy and seif for otbers the stock and bonds of raifroads, etc.

## MERCHANDISE BROKER'S FORMS <br> Memorandnm to be Given to the Seller.

Messrs. Whitr, Ludlow \& Co. 67 St. James Mr
We have sold to day on
the following goods: 1,000 your secount to William Holsworth, 4.502 ad S per ounce.

Respectfuliy. of Quinine B. and $\mathbf{G}$. ot $\$ 2.75$
Merriam \& Chapin, Brokera.
Memorandum to be Given to the Buyer
Mr. Williax Holsworth
Winnipeg, December 10, 19... 450 22d St
owing: 1,000 day for your scrount, from White, Ludlow \& Co., the fol aine B, olld G. at $\$ 2.75$ per ounce. uly
Merriac \& Chapin, Broketa

## CORPORATIONS

A Corporation is a hody created by law, composed of in dividuais united under a common name, invested with certain powers and functions, and perpetuated by a succession of members, so that the body continues the same notwithstanding the cbange of the individuais who compose it.

How Created.-Corporations are created by apeclal chorter by the Dominlon Governmeat, or for more locol affaira by the Provinciol by the
tures, or formed under Dominion and Provincial Governmentant rtock compony legislatioa of the porating and organizing companies may be hie necessary forma for incor. tary of State, Ottawa, for Dominion ine had on applicotion to the Secre Secretary of any province for Provincial inporation, or to the Provincla ar guidea to the proper steps to be token to orporation and these will serve :-exira Provincial Licences.-Before a elrert an incorporation. In any in any province or before a Provinciol comp rompany may do apply to the to extend the Provinclal Secretary of the provinal. incorporation, it must to extend its business for a "license," province to which it is intended Provincial Secretary of each province as inms may he ohtained from the tion. The government fees are based an in the case of original incorporato be entered.

The Charter ls the instrument embodying the righta and privileges anted to the Incorporated body.
4 Share ls sock represents the net capital of the corporation
divided.
Sfockholders are the owners of one or more shares of atork.
$A$ Certificate of Stock 18
and vaiue of the ahares to whation statement setting forth the number
The Par Value of stock whleh the holder is entitied.
called the nominal value.

## CORPORATIONS

The Mariet Value is the sum for wbich sbares will sell.
They are said to be at par whell they sell at their nominal value, alowe par, or at a premium, when tbey sell for more, and below par when they sell for less than nominal value. The Premium or Discount on stock is computed at a certain per cent on the original nominal value of the shares.
Preferred Stock is often given for cash for properiy or to secure some obligation of the corporation and takes preference of the ordinary or common stock either as to dividends or principal (in case of liquidation) or both, and the holders are usually entitled to a fixed per cent of the earnings ont of the corporation before a dividend can be deelared on the common stock.
Dividends are the declared slares of the profits due to stoekholders after all expenses have been paid.
How Corporations Act. $-\Lambda$ corporation acts through its officers or antborized agents. Its business must be done in its corporate name and in harmony with its charter.
Seal.-Every corporation is required to have what is called a corporate seal, which usually consists of an cugraved stamp bearing some device or inscription identifying the corporation, and an inpression of this seal is required to be attaeled to certain written instruments exented by the corporation. Its nse is not necessary in ordinary business transactions, but only in the expention of solemn instruments, such as deeds, bonds, mortgages, etc.
Jiability.-Corporations are liable for contracts made by their duly authorized agent within the scope of his authority, as well as for trespasses or torts committed by such agent under authority of sueh corporation.
The stockholders may be individually liable to the corporation's ereditors to extent fixed by statute inder which the company is incorporated. Usually they are not made liable beyond the amount of stock held lyy them.

Suits By and Against. - $\boldsymbol{\Lambda}$ cocporation may be plaintiff or defendant in a suit at law or in equity. The notice or summons is served upon such of the exceutive officers as the law may prescibe.
Guaranteed Stock is stock upon wbich a certain dividend is guaranteed.

## CORPORATIONS

Watered Stock is stock issucd to shareholders without any increass of the actual capital of the corporation. Sometimes ths charter of a corporation forbids the declaring of a dividend exceeding a certain per cent of the par value of ths stock. In this case the directors may flind it desirable to "water" the stock, that is, issue additional shares. This incresse in the number of shares of course reduces the percentage of dividend, althongh the same profit, in the aggregate, is sceured to the stockholders.
Limited Llability of Shareholders.-A sbarebolder in a joint st $\mathbf{k}$ company is only liable to creditors to the a mount of stor s he has subscribed for. If the company be wrecked by bad management the stockbolders lose only to the extent of the stock they subscribed for. By the Dominion Act, and also that of Newfoundland and the Yukon, it is required that "Limited" joint stock company shall have its name with the word ness. This word "Limited" in connection office or place of businame is notice to the public respecting thith the conipany's of its sbarebolders. pubic respecting the limited liability

Dissoiution of Joint Stock Companies.- When a company becomes insolvent, a creditor for the sum of not less than $\$ 200$, after lour days' notice to the company, may apply to the court in the Province where the head office is situate for a winding-up order. If the company opposes the application, the court will cause an investigation to be made before the order is granted or refused. The court in making the windingup order, may appoint one or more liquidators of the effects of the company. The company must then cease from carrying on its business except as the liquidators permit in the interest of the creditors.
When dissolved, the debts of the corporation me , paid out of the assets, and what remains beyond that vided among the stockholders.

The Stock Exchange is a place where "stocks," or in other words, securities of governments, railroads and other corporations, are bought and sold. The London and New York stock excbanges arc the chief associations of their kind in the world.
Stock excbanges perform a number of useful functions,

## CORPORATIONS

only a few of which can ho indicated here. The hody of dealers find it convenient, if not necessary, to have a placs where they may meet to transact husiness among themselves. Here they have the advantage of the latest intelligence, of the exchanges themselves, from all the leading associations of the same kind throughout ths world. The result i., that, owing to tho keen competition of the buyers and sellers, prices are promptly adjusted to existing conditions of supply and demand, and excessive and ruinous fluctuatious in the prices of securities are thus ohviated. The declaration of a good or had dividend on mining or railroad shares, the report of an increass or decreass in the output or traffic in the concern often brings about an undus exaltation or depreciation in the market value of its securities. The stockbroker or dealer in the cass of an undue confldence sells his shares freely, and thus arrests the rise. In case of an irrational panic he huys iargely and thus arrests a fall.
The original cost of a seat in the New York Stock Exchange was $\$ 400$. Prices now range from $\$ 90,000$ to $\$ 100,000$ per seat.

Trusts.-A trust, strictly speaking, is an organization for the control of several corporations under one direction, usually effected hy ths deviee of a transfer, by the stockholders in each of ths corporations concerned, of at least a majority of the stock to a central committee, or hoard of trustees, which issues in return ic such stockholders, respectively, certificates showing : fffect that although they have parted with their stocl- and the consequent voting power, they are still entitle' to dividends, or to their share in the profts.
Ths word "trust," however, has come to bave a much hroader application, and as now commonly understood means "any consolidation, comhine, pool, or agreement of two or more competing concerns, which estahlishes a limited monopoly, with power to fix prices or rates in any industry or group of industries."

## COMMISSION MERCHANTS

## COMMISSION MERCHANTS

A Commission Merchant is one to whom goods are sent for saie, and who charges a certain per cent. on the price of the goods sold for his eervice, which is called commiesion.
Farmers and manufacturers who have large quantities of goods to self send them to the cities to the commission merchant, who selis them for them.
Commission merchants, are, therefore, agents to sell and the owners of the goode are their principais. These duties and responsibilities are in generel like those of other agents.

Dutles.-The whole husiness is one of contract for personal services. The merchant's chief aim is to self the goods for the hest price he can get, and pay over the money when collected, after he has deducted his commission. He must ohey the orders of his principai, conduct the husiness skififuliy and carefully, and render true accounts when calle? upon. He must not make his own interesta adverse to those of his principal.

Anthority-This is as conferred upon him hy special agreement, hut often the commission merchant is left to conduct the husiness according to his own judgment and in the way such husiness is usually conducted.

Responsiblity to Principal.-If he viofates in any way the agreement, disoheys instructions, or is negifgent, then he is responsilite to his principai for any loss that may reeuft from it.

When feft to exercise his own judgment, he is not responsihfe for any loss that may result from making a mistake.
If he he given authority to eefl on credit, and the huyer falls to pay, the owner must lose, not the commission merchant.

The Commission-To this he is entitied when he hss performed his service. When seliling on credit, he is entitied to his commission when the saie is effected, whether the principai gets his pay or not.

## COMMİSION MERCHANTS

But If In any way he hreaks hls contract, he loses hls clalm to any commlation on that transaction.

Guaranty Commission-Sometimes the comminalon is, hy agreement, made to guarantee payment hy the party to whom the guods are sold. In such cases he is reaponslibie to the owner if the huyer does not pay.

Adrances.-Frequently the commiasion merchant advances o the owner, hefore he hae made any saies, some portion of what he thlnke the goode are worth.

When the sale is made he deducts thls amount, with his commleeion, from what he realizes from the eale.

Len mpon Goods.-His princlpal can revoke hls authortty and take hie goods away at any time, hut if the merchant has In the meantime incurred any expenee he can hoid the goods until his expenees or outlays are made good.

The ruie in law le: A commieeion merchant hae or right to keep any goode of his principal's which are $\ln$ his hand until he has heen paid all commleeion, advances and expensen due him from the owner.
By thie generai lien he can keep any goods, whether the debt aroee In connection with them or with others.

Relation to the Bnyer-If the owner of the goods is made known to the huyer, then the commienion merchant ansumee In generai no reeponelhiity hlmself, hut if he eaye nothing about who owne the goode, or eelle them ae his own, acting ae princlpal, he aeaumee all the reaponelhllity of the principal.

## PART VI

Wills, Taxes, How to Collect Debts, Public Schools, etc.


## WILSA

## WILLS

## RTVES FOR WRITING A WTHL

A will is a .rgal statement of tho disponition a verson wisbes to luve made of his property after his death
The person making the will, if a man, is called a testntor; if a woman, testatrix. An exechtor is one appointed hy the will to carry out its provisions and settle the extate. The feminine form of the word is executrix. An administrator is a person appointed by the proper court to settle the estate when there is no will.
How a Will should be Drawn.-No exact form of words is required to make a will good at law; the provisions of $n$ will should, however, he stated so plninly thnt its language may not he misunderstood, and care sinuld be taken to comply with the provisions of the statute of the place where the will is made as regards attestation and execution.
The name and residence of the testator should be distinctly stated at the beginning of a will and may he followed by the words, "Being of lawful age."
Disposition of Real Estate.- When there are different parceld of real estate going to different persons, they should be suffeiently described to identify and distinguish them; but where it all goes to one person : general devisc, as "I bequeath all $m y$ real estate to --,' ' is admissible.
Personal Property bequeatbed rhould be so descrihed as to render identification practicable but there may be s. general bequest of all testator's presonal property made in general language.
Real Estate located in another Province must be devised in accordance with the laws of that Province, but personalty is bequeathed in accordance with the laws of that Provinco wherein the testator was resident.
Witnesses.-Great care should be exercised in the selection of witnesses. They should, if possible, be acquainted with the testntor and thoroughly understand bis mental condition nt the time when he executed the will.
A person having a beneficial interest in the will shonld not be a witness. In many localities the executor may he a witness to a will if he have no beneficial iaterest tberein.

## WILL

In Canada at leagt two witnemen are escential to wilis The two witnemaes munt be both preaent togethar, see the tentator aisn the will, and airn it themmelven as witnemen In the presence of each other, as well at in the prenence of the teatator.

The realdence of the witneas whould he placed opposite his name.

A devine or bequent stiven in a will to a uhacrihing witneas or to the hushand or wife of such witnem in vold in Ontario unican the will is otherwise legally atteated or the devicee or legatee is ao helr of the tentator. The competency of the witneas, however, is not affected.
The number of witoenses required varies lo different atates The witnessen should sign in the actual preseoce of the testator aod where he cao nee them isn. Minora and married women, if otherwise competent, may he witnemes.

## Lewi Geveruing Wiln

1. Alf permons of sound miod, of lawful age and auch an can freely exercine thelr own will, may diapone of their properiy hy making a will. In some States married women cannot make a will without the consent of thelr hushands.
2. A will is not of force uotil after the death of the tentator.
3. The testator cao cancel or modify his will at any time but not hy aldering the origioal instrument.
4. The lagi wi! aonuls all former wills unless it is only an addition to them

5 Marriage generally operates as a revocation of a will made hefore marriage uoless the wili la made lo contemplation of marriage and sometimes eveo theo.
6. A will made hy an unmarried woman is lomaliy revoked hy her suhsequeot marriage unless the takes s.' i legal steps hefore her marriage as will eoahle her to dispose of her property afterwards as she seef fit, which, in some states, she can do.
7. A will should first provide for the paymeot of all just dehts and fuoeral e-penses, though this provision is not essential in maoy states.
8. If there he a geoeral directioo to pay dehts in some

## WILL

states property bequeathed, If encumbered with dehts, must first be clenred of deht before distrihution is made to tha benefleiarics unless the will shows other intent of testator.
0. A corporation may receive property bequeathed to it if provison is nuale for it in its charter or by statute for accepting anch gifts.
10. In Cansda, and th mont of the States, a busbanc cannot depriva the wifo of her dower, that th, the une nud income of one-linid his renl estate, or somo equivivalent right given to her by statute and often including a share in tho permonal property na well as $\ln$ the real estate, in spite of the provisions of the will, unless hy soms voluntary act whe hss deprived herself of the right to make such elsim. An additionsl bequest can be made to her by the hushand. Statutes govern this matter in most states and the inwa vary sxec. dingly in different statas.
11. A hushand can will his wifs a certain smount in lieu (in place) of her dower, stating it to he so intended; this, however, does not deprive her of her dower, provided she prefers it to the hequest.
12. If a married women possesses property, and dles without $n$ will, her husband is entitled to administer upon such property in preference tr any one else. Also in some ststes the widow is first entitle to administar; in others, the next of kin.
13. Any hernest of property mado to a suhserihing witnces is invalid, although the integrity of the will is otherwise not affected tharehy. In some states, however, if the will csn he proved without the testimony of such witness his besuest is valid. In some states the hoquests to an heir who is witness may he valid.
14. The testator's full name should always he written at the end of tho will. If ins caniot write, he must make his mark, having his hand guided hy another person. Such mark. if he is conscious of what he is doing, renders the will vali
15. It is alwsys hest if the testator nppoints some : itnhle person or persons to act as executor.
16. An executor may slways erect a suitshle tomhstone and chsrge the expenses to the eststo if 110 other provision hss heen msde and the estatc is solvent.
17. If there is no exccutor nsmed in the will or the named

## WILLS

executor declines to serve an administrator will be appointed by the court to setile tbe estate.
18. A person appointed executor is not obliged to serve, but may renounce his appoinment by $n$ legal notice, which in some Stntes is required to be signed before two witnesses, wbich fact must be recorded by the same court before whom tbe will hins been proved.
19. The will should be presented for prolate as soon ns possible nfter the death of th:e testator. Any person having custody of n will who fails to present it for prohate is in many stafes subject to criminal prosecution.

## Codicils.

A written addition made to n will is called a codicil and is executed like n will. It is designed to explain, modify, or change former bequests made in the body of the will. It must be executed with equal care aa the wiil itself, and requires the same numher of witnesses as the will.

Revocation.-A will may be revoked by an actual desiruction or obliteration of the document, or hy the making of a new will of later date.

Marriage and the birih of $n$ chifd after the execution of a wifl revokes it at common faw, nnd this rule has much force in the United States now, altbough it is variousiy modified hy statute in the different States. If a man makes a will nnd suhsequentiy marries, he should he carefui to make a new wili as soon as possihie. And in the event of after horn child or children the will sbould be repubilshed or a new wiil made.
Probate.-In Canada, except in Quebec and Prince Edwnrd Island, it is not essential that a will he probated. But it should he read in tbe presence of the parties interested in soon after the decease of tbe testator aa convenient, and, in case of n inrge estate, should he probated in the Surrogate Court. Where parties ciaim to have the will hut refuse to have it rend or prohated, any of the heirs or next of kin may apply to the Court efther for letters of administration of the estate, or for an order compeling the production of the wiil. Wills bequeathing real estate should not only he prohated, hut afterwards registered, so that the titles of the devisees may be completed in the Registry office.

In the Unifed States no will is effectual to pass efther real or personal estate unless it has been duly proved and ailowed in the probate court.

## WILLS

## Form of Whil.

This is the last will and testament of me, John R. Baker, of the City of Hamilton, in tho County of Wentworth, in the Province of Ontario, Merchant:

First. I give, devise and hequeath to my wife, Anna, her heirs and assigns forever, one-half of all my property, real and personal of what nature and kind socver and wheresoever the same shall he at tho time of my death; the same to he talren hy her in lieu of her dower.

Seconn. I give, devise and hequeath unto such of my children, as may be living at tho time of my death, one-balf of all my property, real and personal, of what nature and kind soever, and wheresoever the same shall he at the time of my death, to be equally divided among them, share and share alikc.

Third. I hereby direct and cmpower my executor hereln. after named to sell and dlspose of, to the best advantage, so much of my personal property as may he necessary, to pay all my detots and testamentary and funeral expenses, as soon as practicahle after my decease. And I also herehy direet and empower my sald executor to sell so much of my real and personal property as it may, in hls judgment, seem nccessary or edvantageous, in order to make a division of my estate among my devisees hercinhefore mentioned.

Fourth. I herehy appoint my wifc, Anna, guard'an of the person and estate of such of my chlldren as may he minors at the time of my death.

Fifth. I herehy appoint Joseph M. Baker, of In the County of , to be the sole and only will and testament, and I herehy revoke all former and other wi'ts and testamentary papers by me at any time heretofore made.

## WILLS.

In Witness Whireof I, Joun R. Baker, the testator, have to this my iast will and testament set my hand, this 11th day of July, A.D. 19 , at the City of Hamilton.
Signed, puhlished and declared hy the ahovenamed Joun $R$. Baker, as and for his last will and testament, in the presenco of us, who have hereunto subscribad our names at hls requesi, as witnesses thercto, In the presence of the said
testator and of each other.
Albert B. Mylber.

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David Smith.
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testator and of each other.
Albert B. Miller.

John R. Baker.

## Codicll to the Above Will.

Whereas, I, John R. Baker, did on the 11th day of July, 19 , make my iast will and testament, and whereas my son Wiliam died on the 3rd day of August, 19 , leaving a widow and children surviving, I now wili and direct that my executor shall give to the children of my said deceased son William the share which he would have taken under my said will if ho had survived me, and that my will shail he amended to that extent. But in all other respects it shall remain unchanged.

In Witness Whereor I have hereunto set my hand this 1 st day of September, 19 , at the said City of Hamilton.
Signed, puhilshed and deciared
hy the testator, John R. Baker, as and for a codleil to his last wili and testament in the presence of us, who in his presence, at his request, and in the presence of each other, have suhscrihed bur names as witnesses thereto, at the date thereof.

Eoward J. Braofoso.
Daniel w'. Johnson.
John R. Baker.

## TAXES

## TAXES

Every government, whether of town, Province or nution, is nuder the necessity and has the right to raise the neeessary funds to carry on all the functions of the government.
Definition.-Tax is the sum of money which the government demands from the individual or from his property to bay for the benefit ho receives from the government.
The government protects him in his riyhts, proteets his property and often advances the value of tho same by public improvement. It therefore has a right to levy a tax upon him and his property.
Kinds of Taxea,-Taxes are either direct or indireet.
Direct Taxes are those which are levied directly upon persons, propery, incomes, ete.
Indirect Taxea are such as are assessed on manufaetures, imports, ete., as the censtoms tariff and most of the excise or iatemal revenue taxes,
Taxation in Canada ranges itself under tho three heads of Dominion, Provineial, and Munieipal.
Dominion Taxatior is laid almost wholly in the form of duties upon manufactured goods imported from loreign countries and exciso or internal revenue taxes laid on the manufacture and sale of liquors, cigars, etc., and collecied in great part by means of stamps.

Provincial Taxation is laid upon property or assets and ia "direct." It is supplemented by duties on estates, called succession duties, and by taxes on franehises of corporations, etc.

Municipal or local tazation is commonly very much heavier than provincial tarps. It embraces: (1) all taxes for tho general purposo we eounties, cities, townships, towns and villages, and (2) those local taxes, which are usually called local assessments, and which are laid in special districts peculiarly benefited hy the construction of sone public work, and by apportionment each item of property is taxed in proportion to the benefit it is assumed to receive.

## TAXE8

Poll Tax.-Some States levy tax upon al: male cltizens over twenty-one years of age, others upon all voters. This ls called poll tax.

Property Tax.-Tax levled upon property, real or personal, is called property tax

Valuation of Property.-The assessor of the town or city eetlmates the true vslue of every piece of taxahle property, which is usually lower than the market value. It makes llttle difference whether the property's valuation is high or low, hecauee the amount of tax to he ralsed 1 : mated accordIng to the valuation, hut it is of importance any inct. vidual taxpayer that the valuation of hie proporty shall we nelther higher nor lower than that of others.

Single Tax.-The princlple that no one ehould he allowed to hold valuahle land without paying to the community the value of the prlvilege le commonly termed "eingle tax," and was first promulgated In 1879 hy Mr. Henry George, In hle hook "Progrese and Poverty." The princlple is hased upon the theory that, ae all men are equally entitled to the use of the earth, thls is the only rightful cource of puhllc revenue, and thercfore all taxation except a tax upon the rental value of land, excluslve of its improvements, should be abolished.

Levying Taxes.-The rate of taxation is determined as follows: Havlng placed the valuation upon all the property, there ls fixed the amount of money to he ralsed hy the town: from this sum the poll tax (where there is any) is suhtracted. If thls sum is divlded hy the total valuation of the property of the town the quotient is the rate of taxation; that is, the sum to he ralsed on each dollar of property.

The amount varles all the way from two mills on the dollar, or perhape lese, to twenty cents on each hundred dollars or two dollars on each thousand dollars of property. In large elties tho rate of taxes is sometimes as much ae 2 per cent or twenty dollars on a thousand, or even more.

Collection of Taxes.-In eome the town collector collects all the taxee for the town, county and Province; in others the county collector collects of all the towns.

## How To COLLECT DEBTS,

Penalties-The law fixes ths tims of payment of taxes. If ons neglects to make payment within the specified tims a fine or penalty is added. If ths person ls stlli dellnquent after a further specifled time the property is sold at auctlon. Ths treasurer or sherifl thus collects enough money to pay ths taxes and expenscs and gives a certificate to the purchaser of the property. Ths former owner has a speclfed tims in which to redeem hls property hy payment of the tax and all the cost.

The Treasnrer and Inditor.-The collector pays the money collected to the trcasurcr, whether town or county, and takes a receipt. Ths treasurer is required to give hond.
The auditor audits svery hill presented for payment hefore ths treasursr is permitted hy law to pay it. The treasurer's account must, therefore, correspond with the final account rendered hy the auditor.

Exemptions.-Ths following property ls often exempt, viz: Certain portlons of ono's personal property, such as tools and utensils of lahorers, institutions of learning and charitable lnstitutions, also churches and parsonages.
Real and Personal Property.-A very largo part of the taxes must hs collected from real estate. The tax from personal property includss all tax except that on lands, lots and huildings.

## HOW TO COLLECT DEBTS

Pay as you go, or a strictly cash husiness, Is the best and safest method of doing husiness. But certaln condltions or customs' in trade maks thls sometimes impracticable or 1 m . posslble, and credit must he glven. Under thls method dishonest, careless or unfortunate people contract debts, then refuse, neglect or hecome unahle to pay them, and collectlons, peaceahle or forced, hecome a necesslty.
The re ite steps to collect such debts are a matter of great "r $\quad$ :ncs and should hs understood hy everybody, hut : : : ot, and much unpleasantness and heavy losses

## HOW TO COLLECT DEBTS

## Methods by Which Debts are Contracted

Goods are bought on credit, to ho pald for at a definite or Indefinito future time. Labor is omployed, to be pald for at certaln futuro periods. Lands, houses and other property are purchased under contract for ?uture payment. Money is borrowed, on notes, mortgages or other securities, and many other transcetions in business and trade call forth occasions or present temptations to contract dehts.

## Suggestlons for Avolding Debts

1. Do a Strietly Cash Business--Better small profits and quick sales, than large profits and long credits.
Mark your goods at prices which will give you a reasonable proft and adhere unswervingly to your cash principle. This is best for huyer and selier. It avoids collections and prevents losses. It saves the time and lahor of keeping accounts, and enables the seller to seli cheaper and the buyer to buy for less than on credit.
2. Cantions-Goods sent abroad should be paid for hefore the purchaser takes possesslon.
The time of credit should be as short $s$ p possilhle and the hllls collected when due. When working for others collect your wages weekiy or monthly, in accordance with the agreement to pay, unless your employer is quite responsihie, thus maklng your dues safe.
In renting lands or houses, a dupitcate lease should he made, one for each party, the rent pald promptly when due, at the house or husiness place of the landlord, and the payment credited on the back of the lease, or by writter receipt.
In recelving or maklng payments, a recelpt should always he made out; it is a voucher and may save trouhie.
Hotel and boarding-house keepers cannot be too prompt and strict in collecting their dues, as thelr customers are mostiy transient, maklig forced collectlons sometlmes imposstbie.

Never loan money without ohtalning a note or a dueblif, even if the amount is smali; this is safest even hetween the most trusted irlends.

Wien the loan is large, have the note secured by a mortgage on real estate; but see to it that the prope:ty is not en-

## LEGAL STEPS IN COILLECTIONS

cumbered by prior ciaimg which may render your security Worthiess. It is safest to require an ahstract of titie and to iave your mortgage recorded hefore making the ioan.
Thls precaution should aiso be observed where a chattel mortgage is taken on personni property.

If a smali amount of moncy has been loaned without security, and it cannot apparentiy be coliected without legal process, it may be wiser to drop the matter and consider the loss as so much paid for a icsson in business prudence.

## First Steps In Making Collections

These depend very much upon circumstances. The dehtor may have met with reverses or a mlsfortune, rendering him unable to pay nt the time specifled, and deserving of patience; some may he careless and need a sharp reminder; and others may be inclined to he dishonest and may need ciose watching. Tbus discietion is necessary as to the form and tone of the fetters requesting payment. For letter forms lifustrating the first efforts in making coliections, see pages 51 and 52.

## LEGAL STEPS IN COLLECTIONS

No other motive except the question "Wili it pay" shouid Induce a creditor to legaliy enforce payment. A mere feeiIng of retaliation or of getting satisfnction bas no place in business.

Before resorting to legal proceedings it is well to ask the following questions:

1. Have all reasonahie and peacefui efforts heen made to induce the dehtor to make payment?
2. Is the amount sufficient to warrant the expense invoived in the legal process?
3. Has the dehtor more property than the law allows bim hy way of exemption?
4. What does the law exempt? (See Exemption Laws.)

When ali peaceable means have been exhausted and the debt is not paid, it may then become expedient to coliect, if possihic, by legal process.
If satisfied that the deht can be collected, then the account should he placed in the hands of an attorney for coliection.

## LEQAL STEPS IN COLLECTIONS

A creditor who finde it necessary to sue, may enter suit himself or hy solicitor, in any of the courts of the different provinces. If the claim he a small one, it ie entered for suit hy eimply leaving witb the clerk of the court a statement of the account in writing (with ae many coples as there are defendants). The party thue entering euit must give his poet office addreee, and full name and the post office address of the defendant, and his occupation or business. The payment of a mmall fee le required to cover cost of summone and service.

Jurisdiction of the Divislon Court-(1) All pereonal actions where the amount or damagee claimed doee not exceed $\$ 60$. (2) All actione for deht up to $\$ 100$. (3) All liquidated money claime, that ie, notee and written instruments, up to $\$ 200$ and interest in addition to that amount. (4) Unifquidated slaime and demands of dabt, and for breach of contract, up to $\$ 100$. (5) Against alcuunding dehtors, where the ciaim is not lese than $\$ 4$ nor more than $\$ 200$. (6) For replevin where the value of the goods does not exceed $\$ 60.00$.

The Summons alwaye statee the numhar of ciys within whicb a defence must be entered, or juigment will be given by default. In Division Court caeee the summone is issued and eerved hy the cierk and bailiffe of the court.

The Costs of Collectlon in the inferior or Small Dehte Courts are about the same in all the provinces. Where the account le under $\$ 10$, the cost right through to judgment oniy amounts to $\$ 1.25$ for clerk's fees, or $\$ 1.65$ inciuding the halifile fees for service of summons, exclueive of hie mileage.

The fees increase somewhat with the amount eued for.

The Statute of Limitations cannot he taken advantace of hy a defendant unless he claime in hie diepute note that the action is harred by stetute hecause of ite heing elx years old, or that six yeere have elapeed eince the faet payment or written acknowiedgment.

## LEOAL STEPS IN COLLECTIONS

## The Judgment

If at the time set for trial both parties appear and are ready, the court proceeds to hear the witnesses and other evidence, and determines the matter in controversy. Such deternination is calied the judgment. The Judgment can be rendered if the defendant does not appear af the trial.

## Outlawing of Jndgments

In Ontario and Manjtoha Judgments outlaw in twenty and ten years respectively from the date when entered, or from the last written acknowiedgement; In Aiberta, Saskatchewan, Yukon and North-West Territories, twelve years; in Nova Scotia, Prince Edward Isiand and Nuwfoundiand, twenty years; in Quebec, thirty years. Foreign Judgments cannot be enforced in Ontarlo after six years from the entry In the

## The Execation

The judgment having been obtained, the plaintiff may then enforce payment. The process is called execution. It conslsts in a writ commandine the sheriff or baliff to seize sufficient of the property of the defendant, "which is not cxempted by faw," to satisfy the claim and costs and to sell the same and hring the money Into the court to be paid to the pialntif.

## Attachment

Cases may arise where the legal process hy summons, judgment and execution works too siowiy, and the dishonest debtor mns get away before payment can he enforced oy the creditor: or the debtor may secrete, conceal, assign or remove the pru, erty heyond the reach of the law. To prevent such evasion the law provides a short process to get possession of property owned by him; this is calfed attachment.

## How an Attr int is Obtained

When a person is indebted in a sufficient sum, which varles in the several provinces, having effects iliahie to selzure under an execution, attempts to remove such personal property out

## LEOAL STEPS IN COLLECTIONS

of the provines, or from one country to another, or kcope concsaled to avold usrvico of process, ths creditor by making andavtt to that affect, atattog the amount of the dsht and that the dsht is juitiy due and unpaid, may procure a warrant to attaoh such of the goods as ars liabie to selzure for deht. In Ontario the attachment is allowed if the dsht ia $\$ 4$ or upward; tn Qushec if $\$ 5$ or upward.

Usuaity the nttachment is not issued untit the deht to duc, hut in some cases it is Issued hefors, if it can hs shown that the daht would prohahly hs lost unisas an attachment lssues at ones. Ths law of attachmsnt depends upon atatutss and valusa in differsnt provtncss.

The Crediter's Bend-In some provinces, in order to sscure the costa and the dehtor agalnst all damages in case ths nttachment is improperiy lssued, the creditor securing the same is required to glve a bond, usuaily in douhls the numount claimsd. Non-rsstdent creditors ars usually requirsd to give security for costs.

The Writ makes it ths duty of the officer nt oncs to setzs sufficient property of ths dshtor to satisfy ths clalm (exceptIng such as is exempt f : m execution) and to hold tho snine until the plaintiff can get Judgment and selze it upon execution. Propsrty of ths dshtor in the hands of a third party may aiso he reached hy approprlate proofs.

The Real Object of the Attachment is to hoid sufficient property of the dshtor to satisfy the deht until ths creditor can get judgment. When the property has heen seized the summons is served, and if the case is properly proved judgment is ohtained in ths ordinary way. Aftsr this the creditor takes out his execution, makes a tevy upon the property attached, and out of the proceeds of the saio thereof satisfles his deht.

Each Province has its own attachment laws, and aince officers of the law must hs engaged to ohtain the attachment thsre need hs no difflulty in the detalis of ths procedure.
Garnishment or Sutng the Garnistree.-In ths course of collection of dehts it sometimes hnppens that while ths defendant himself may havs no property in hila posssssion upon which

## LEOAL ETRPG IN COLLACTIUNE

the attachment can be made somo other pernon may be Indebted to him. In auch cases the plalntiff can proceed agalnst thla third party, who is called the garnishee, or truatee, Just ms agalnst the original debtor, although in all the Provinces, and In Newfoundland, the salaries of Oovernment omelala and a certalo. mount due wage-earners are exempt.

## Attachlag the Body

If under an attachment the offcer returns "no property found," hut the plalntif can satisey the court that the defendant has property concealed, with the intention of defrauding him, and that he is in danger of losing hle claim unless the debtor is held to bail, oll the Provioces authorizo the coust to order the arrest of the debtor. A caplas is issued usually on such an order only as a fast resort, when it appears thot the clalm can only be collected by arrestlog the defendaot.

## Arrest of Ahsconding Debtors

In Ontario, British Columbla and the Yukon an aboconding debtor cannot be arrested unless the clalm agalost hlm amounts to $\$ 100$.
In Quebec caplas may issue if debt of absconding debtur amounts to $\$ 50$. Clergymen, persons seventy years of age or over, and women are exempt.

In Manitoba, Alberta, Saskatchewan and North-West Territories arrest is allowed only where debtor is gulity of cootempt of court.

Io New Brunswlek, in caees of liquidated claims exceeding \$20, writs of arrest may issue from the Supreme and Couoty courts, but in cases where the amount due is not certain an order from a judge must be obtalned. No orrest after Judgment is allowed except in the petty courts hoving jurisdiction under $\$ 80$.

Io Nova Scotia the lowest amount Justifylng arrest is $\$ 20$. If the debt amounts to $\$ 80$ or over the writ of arrest lssues from the Supreme Court.

In Newfouodland abscooding debtors may he arrested where the debt amounte to $\$ 50$.

## LIROAL RTEPR IN COLLSCTION:

## Risht to Appeal

If all legal steps havo boen property taken in the trial of aueh an actlon the unsuccenaful party may, if a quontion of law is involvod, and the amount of the judsment is sumfelent, appeal to the next higher tribunal.
In many cases bofore an appeal la allowed the defendant must givo a bond, slened by one or more responsible percons, in a sum twice the amount of the claim, to cover tho doht and all costs in case he is beaten. In somo cases tho bond required la only to cover conts.
In some casee the unsuccessfut party may appeal from tho second decislon to a bigher court, where the matter generally ends. But thore is a final appoal in the more important classec of eases to the Supreme Court of the Province. A bond twlee the amount of the dobt and the costs accumulated by tho succeasive trials up to thls time ls aomettmos required before an appeal from one court to another is granted, as from the


## EXEMPTION LAWS OF THE DIFFERENT PROVINCES

Exemption isws are for the purposa of protecting those Who are unshle to pay their dehts without causing diatrean to thamsalven and thelr familles.

In all the Provincas thare are laws exempting certaln amounts sind kinds of property from selzure undar axecu. tion. Dehtorn who avall themsalvas of the provislons of the exemptlon lews are antltled to make selection of auch part of thelr property sa thay may wish to ratain to the valua of the amount exempted.

In eom? if tha Provincas the examption lawa may he walvej, and tenants who aign laases in auch Provinces need to ha caraful that they contain no agreement walving their statutory right to examption from nelzura.

In Ontario the law axempts tha following articlan from selzure undar any writ, or for any diatreng hy landlord, or mortgaga, for arraars of interest or for landlord'e tax.

Badding, waaring apparel and household furniture to value of $\$ 150.00$; all fual and victuals nacessary for debtor and famlly for thlrty days, not exceeding in value $\$ 40.00$; domestic animals and food therefor for thirty dnys, In all not exceeding in value $\$ 100.00$; toole, implements and chattels used In debtor's occupation, to the value of \$1C 0.00 .

In Manitoba tha following artlcles are exempt from selzure under an exacution or for arrears of intarest or principal upon a mortgaga, hut not againnt distress for rent:

Bedding, hads and housahold.$\therefore$ ishlngs to vnlue of $\$ 500.00$; tools and implements neceasary to debtor in the practlce of his trada or profession, to tha value of $\$ 500.00$ : tha actual rasldence or home of any person other than $n$ farmer. to the valua of $\$ 1,500.00$. Any walver of right of exemption is null and vold hy statuta.

## LEGAL STEPS IN COLLECTIONS

In British Columisia tbe following property is exempt except for a distress for rent:

Tbe homestead, if so registered according to tbe laws of the Province, ls exempt from selzure or sale by nny person, st law or equity; all personal property to the value of $\$ 500.00$.

In Quebec tbe bed, bedding and wearing apparei; two stoves and their pipes; all cooking utenslis and other household articles to value of $\$ 50.00$; all spinnling wbeels; food and fuel for slx months; one span of plow horses, yoke of oxen, etc.; books relating to the profession or trade of the debtor, to the value of $\$ 200.00$; tools and implements $\ln$ the trade of the dehtor to the value of $\$ 200.00$; one-fifth of monthiy salary, not exceeding $\$ 1,000.00$ per annum; one-fourth where salary exceeds $\$ 1,000.00$ but does not exceed $\$ 2,000.00$; and one-tbird wbere tbe salary exceeds $\$ 2,000.00$ per annum.

In Alberta, Ssskatchewan and the North-West Territories the following property is exempt from seizure under an execution or for arrears of lnterest or principal upon a mortgnge, but not agalnst distress for rent:

Tbe necessary and ordinary clothlng of debtor and famlly; the furnlture and bousehold furnishings to the value of $\$ 500.00$; the necessary food for debtor and his family for six montbs; tools and implements necessary to debtor's trade or profession to the value of $\$ 200.00$; homestead to extent of 160 ncres; the house and hulldings occupled by debtor together with the lots to value of $\$ 1,500.00$.

In the Yukon Territory the following goods are exempt from selzure under executlon, or for arrears of lnterest or principal upon a mortgage, notwithstanding any agreement in the mortgage walving tbe exemption:

The necessary and ordinary clothing; tbe furniture and housebold furnlshlngs, etc., to value of $\$ 500.00$; necessary food for six months; books of professional man; tools snd necessary implements used $\ln$ trade or profession of dehtor to value of $\$ 500.00$; bouse snd hulldings occupled by debtor, toge:her wlth the lots, to valu of $\$ 1,500.00$.

## LEGAL STEI'S IN COLLECTIONS

In New Brunswlek the following property is exempt from seizure under an executlon
The wesring apparel, hedding, kitchen utenslls, and tools of trade or calling to the vslue of $\$ 100.00$.

In Nova Scotla the following articles are exempt from seizure under any writ of executlon:

The necessary wearing apparel, hed, hedding and hedsteads; one stove and pipe therefor, together with other househoid srticles to value of $\$ 20.00$; food for thirty days to value of $\$ 40.00$; one cow, two sheep snd one hog, and in debtor's trader toirty days; tools and implements used In Prince 1
from selzure under any writ following articles sre exempt writ of executlon: and his ismily; his toong appsrel snd bedding for the dehtor stove, one cow, not exceeding implements of trsde; one cook in money.

In Newfoundland the following property is exempt from seizure under executlon or distress for rent:
Goods of lodgers or hoarders; the comnion faw exemptions, as flxtures, wild anlmais, goods dellvered to a percustody of the law; thade, things in actusl use, snd goods in ing skiff or punt; the necessary cookiements of trade, fishand wearing appsrel of the debtor ang apparstus, bedding


## LEGAL STEPS IN COLLECTIONS

## THE TIME IN WHICH DEBTS ARE OUTLAWED

1. It is found necessary in all commercial countries to fix a limit of time during which debts shall bold good. It would not tend to sound business practices or fairness for a credltor to he allowed unlimited time in whicb to enforce tbe collection of a debt.
2. Statutes of limitation have therefore been enacted, the period of time varying, there being no natural boundary llne.
3. Tbe range of time is from ono year to twenty years.
4. In accounts tbe limitation period generally hegins to run from the purcbase of the last item, or from tbe iast partial payment.
5. In case the dehtor slgns a written acknowledgment hy notc. letter or otberwlse, the claim is renewed.
6. It is not required that judgment he obtalned witbin the specified tlme, but merely tbat tbe action he commenced.

## Statute of Limitations

In all the Dominlon Provinces if a deht he not paid, or an action commenced to recover payment, within tbe time fixed by statute tbe debt hecomes outlawed and the rigbt of action harred.

Tbe tlme llmit fixed by statute for the various kinds of dehts and claims is as follows:

Merchants' Accounts-In ali the Provinces of Canada, except Quebec, action on mercbants' accounts, , nd ail other debts founded upon lending or other contract, not under seal, nust be commenced within six years after the cause of action arises, or the last payment, or written ackrowledgment of tbe debt or claim. in Quehec tbe limit is flve years for such accounts. In Newfoundiand it is six years.

Promissory Notes and Acceptances-In all the Provinces of the Dominion, except Quebec, where tho llmit is five years, promlssory notes and acceptances become

## LEGAL STEPS IN COLLECTIONS

outiawed in six years after maturity or last payment made on efther interest or principal. Any payment or written acknowiedgment of the debt extends the fimit six years from that date against the party making the payment or acknowiedgment, but not against otbers wbose names are on the paper.

Judgments.-In Ontario and Manitoba Judgments become outiawed in twenty and ten years respectively; in Alherta. Saskatchewan, Yukon and North-West Territories, tweive years; in Nova Scotia, Prince Edward isiand and Newfoundland, twenty years; in Quehec, tbirty years. In New Brunswick Judgments in tbe Justices', Parish Court, Commissioners' or Stipendiary Magistrates' Court are outiawed in six years if no execution issues, and in County and Supreme Court in twelve years. Foreign judgments in Ontario cannot he enforced after six years from the entry in the foreign court.

Instruments Under Seal.-Action upon bonds, covenants or any instrument under seal may be commenced any time witbin twenty years.

Mortgages of Real Estate.-In Ontario and Manitoba mortgages of real estate are outiawed in ten years after maturity or iast payment on eitber principal or interest; in British Columbla, Nova Scotia, Prince Edward Isiand and Newfoundiand in twenty years; in Aiberta, Snskatchewan, North-West Territories and the Yukon, tweive years, and in Quebec, thirty years if the mortgage is duly registered.


## PUBLIC SCHOOLS

## PUBLIC SCHOOLS

Lawn Governing the Rights and Duties of Directors, Teschers, l'upils and Parents

School Management.-In the Dominion, of Canada the management of the public schools of ths different Provinces is placed hy statutes under ths control of trustees.

Empioyment of Teachers.-The authority to employ teachers for the puhlic schools is conferred hy law upon the trustees.

Terminating Teaciser's Contract.-The trustees cannot terminate a contrsct with a teacher hy doing sway with the particular school in which he is engsgsd in teaching.

Janitor Work cannot he required of a teacher, unless it is so specifled in the contract.

Legsl Holldays.- It has heen held hy the courts that in the ahsence of statutory requisitions a school should he allowed the legal holldays without deduction of salary to the teachers.

Expulsion, Etc.-School trustees may expel or suspend and teachers may suspend püplls for sufficient cause, as for breach of discipline, refusal to take part in exercises, refusal on part of the parents to slgn and return periodical written reports of the pupil's standing, father's refussl to permit the tescher to whip the child or to correct him himself, refusal to study certain hranches from which the parents of the child have requested that it might he excused or mishehavior outside of the school tending to injure the school and suhvert the teacher's authority.

Sometimes it has heen heid that, hefore the pupil can hs expelled, he is entitied to a hearing if hs asks for it.

## Corporal Punishment

The Teacher Stands In Placs of the Parent, and while a pupil is under his care, has in the ahsence of statute or other regulation to the contrary, the same authority as the parent has at home of correcting him hy conflnement or whipping,

## PUBLIC SCHOOLS

or at least surb part of the parents' nutiority as is necessary to answer the phrposes for whieli the teacher is employed.
Assaults by Teacher.-Althongh the teacher has a right to punisl his pupils for misbelavior, le will be liable to prosecution for assault if he inflict such punishment as produces or threatens lasting mischicf, or if he infliet punisliment, not in the honest performanee of duty, but inder the pretext of duty to gratify maliee.
Prasumptions in Favor of Teacher. - The teacher has in his favor the presmmption that he hits done his duty, in addition to the general presumption of innocence, and in determiting the reasonableness of the pmisbment, the judginent of the teacher as to wbat was required by the situation should have weigbt, as in the ease of a parent under similar eircumstances.
Pupils Over Twanty-one years of ane who voluntarily attend school, thereby waive any privilege which their age coufers, and may be punished as any otlier pupils.
Indacent Libertias taken by a schoolmaster with a female pupil, without her consent, though she does not resist, constitute an assault.
Parents Should Uphold the Teachers in maintrining school discipline, for upon this the welfare not only of the school hut that of the pupils themselves depends. Where a teacher is sure of the parent's aid in the proper correcting of a child, corporal punishment at school is very seldom resorted to or required
Valua of Corporal Pnnishment. - The rigbt and oecasional necessity of corporal punishment being conceded, the question remains: Of what use is it ?
"I am confident," says Addison, "tbat no boy who will not be allured by letters without blows, will ever be brought to anything with them."

The following ineident may serve as an aid to the proper solution of the question:
"I dunno how 'tis, sir," said an old English laborer to his clergyman, in reply to a question respecting the bad hehavior of his children, "I dunno low 'tis: I beats 'em till they're blaek and blue, and when they won't 'reel down to pray I kuocks 'em down, and yet tbey ain't good.'"

## REAL PROPERTY.

## REAL PROPERTY

The word "property" is used to signify either the "right of ownership" or the "object" of ownership. it is a comprehensive term and takes the place of such expressions aa "pussession " and "estate." It Includes every possilhle interest which a person can have which belongs to him exclusively, and which can he the suhjeet of bargain and sale. Property may consist of " land" or movable goods, or of "incorporeal things," such as stocks or sharcs. or rights over another's land. The term "real property" includes lands and tenements and interests therein. The word "realty" is sometlmes used as synonymous with "real property " and "real estate," as meaning things inheritahle and immovahle; while "chattels" are descrihed as personal estate. The expression "reai and persenal estate" is of more recent origin. "Hereditaments" is a comprehensive expression including not only lands and tenements, hut whatsoever may he inherited. "Land" ineludes everything terrestrial, the soll or waters and all huildings thereon, and things permanently " afflxed." and in general all that is ahove and under the land descriked. The right of alienation is inherent in property; although hy appropriate hequest or trusts for personal enjoyment, or hy "restraint on anticipation" (in the case of niartied women), any disposition or transfer of the property may for a time he prevented. The mode of alienating real property at Common Law was hy "feoffment with livery of seisin," which meant the gift of the "fee" and "delivery " of the possession. But that mode of transferring property has long heen practically aholished. All real property is now transferred hy hargain and sale, or hy "grant." which is a written conveyance signed, sealed and delivered hy the grantor to the grantee. All other modes of gift or transfer are rendered vold hy a statute passed in England in 1845, and adopted in all the provinces of Canada, with the exception of Qnebec, where the French Law and mode of transfer (as defined in the Civil Code founded upnn the Code Napoleon) prevalis.

## REAL PROPERTY.

The most ancient of estates in lands is an "estate for llfe." In order to thoroughly understand our laws relating to ths bolding and transmission of lands, it is necessary to have some knowledge of what was ealied tho " feudal system." An estats for life seems to have been the smaliest estate in conquered lands which tho military tenant was disposed to accept. Tbs estate was glven on condition tiat tho donee or "feoffe" was to hold the land on condition of loyalty and milltary service to the person from whom he recelved the gift. A grant of lands to one person meant, in eariy times, merely a grant for lifo, not to bo alfenated hy the grantec without the ford's consent. On the death of the tenant for life the land reverted to tho lord or grantor. It did not pass to ths helrs of the deceased. If it was intended that tho descendants of the tenant for lifo sbould succeed him at his decease, this intention was expressed by additional words in the grant. A grant mado to $A$ and his heirs and assigns confers the highest estate known to the law. A grant made to $A$ and the "heirs" of bls body creates an estate called an "entall," with a revsrsion to the orlginal grantor on falfure of beira. Entalied estates were formerly very common, but statutes have been passed enabling life tenants to disentail ths property so granted. A "Joint tenaney" is created where twi or moro persons hold land jolntly. On ths death of any one of them his share or interest passes to ths others, until the "last survivor" hecomes the sole owner of ths property. it is in the power of any one of the joint owners to sever the tenancy. Each " jolnt tenant" possesses an ahsolute power to dispose of his share during his Hfetlme. Such a transfer hy ons of the joint tenants destroys the joint tenancy, and the joint owners tbereupon hecome "tenants in common." If there are thres joint tenants of fands, held in " fee simple," any one of tbem may grant his undivided shars in the property to some other person. Thls hrings in a new party, not as a joint tenant. but as a "tenant in common" along witb the others. The unity of title is thus dissolved, but the unity of possession continues to subsist. Tenants In common have a "unity of possession," but each has a several and distinct title to his sbare. Both jolnt tenants, and tenants in common, may com-

## hEAL PHOPEHTY.

pel a partition of the property according to the value of their respective shares. A joint tcnant cannot dispose of his share hy will, hut a tenant in common uay do so.

## Mortgages. Every person wha horrows money on a mort-

 gage Incurs a "debt" or personal obllgation to repay it, This obilgation is usualiy expressed in tho mortgago in the form of a "covenant" hy tho borrower to ropay the money with interest at tho rato agreed upon, if tho borrower is unabie to repay tho money, tho lender inust depond solely upon the mortgaged property, and his interest therein is usualiy called a "mortgago debt." The mortgagee takcs a deed of the property containing covenants on the part of tho mortgagor to pay the mortgago money and interest, and a proviso that the mortgagee may sell or foreclose in default of payment. There may aiso be a covenant that until defaut iu payment the mortgagor shail havo the right to remain in possession, but on defauit that the mortgagee may take possession. The courts of equity in early times recognized the right of tho mortgagor to recover his property upon repayment of the money borrowed and interest; and they enforced that right. Therefore it was sald that the mortgagor retained an "equity of redemption" in the property. In equity, a mortgage is only a security for the debt, and is regarded uierely as personal property. In law, a mortgage was an absolute conveyance subleet to an agreement for a reeonveyance, or to become void in the event of repayment. When a mortgage is paid the mortgagor is entitied to demand a " reconveyance." It is usual only to take a "discharge" and register it. But in many cases it is preferahle to take either an "assignment" of the mortgage, or a reconveyance, so as to cut out any intervening ciaims or equities.Tltle. it is quite evident to every person that the acquisttion of the property is of very ifttie benefit unioss a "good litie " is conterred along with the possession. In ancient times, the conveyance by a large fandholder or landiord was usualiy in the form of a "ilfe lease," subject to an "annual rentai," and every transfer or deed usuaily contained a clause of "warranty," hy which the grantor and his heirs

## reaf. Estate.

agreed to warrant and defend the title of tho grantee or tenuut agalast all persons. A glant of land therefore cnr ried with it an implicd "warranty of title." The warranty has disappeared in aiodern conveyances, and a " covenant for titio" has taken its place. But it has always been a vital matter with the purehascr to have tbe title Investigated, and not to rely merely upon the warranty or covenant for titic. In strietness a search of title shonld extend burk Pre a pertod of forty years, and the purehnser shonld demand from the vendor an "abstract of title" to the property. Usually the agreement provides that the vendor wili not furnish nny such ahstraet or any titio deeds not in his possession. A statute ealied The Veador's and Purchascr's Aet was passed many years ago in England. Each of the provinces of the Dominion has enactid this statute, and in their main features these enactmeuts are substantially allke.

## REAL ESTATE

Real Estate might be divided into two mala classes:
First, revenue-produeing or improved property.
Seeondly, vacant property.
Under the first elass we have: Business blocks, apartment hnuscs, dweliing-houses, warehouscs, ete. On all these properties a revenue is produced depeading on the class of huliding and location. The value is generaliy ascertained hy the amount of revenue which the property will produce.
Vacant property in n town or eity migit be divided into various elasses, as, for instance: Business property, property near the business centre, residential property, warehouse property, property on the edge or just outside the building area.

In a town or eity which is growing and has a future the shrewd investor will make big profits by buying vacant property. If he is a capitalist and can size up the dircetion of the growtb of the business portion of the eity he will probably buy this kind of property, where very large profts are often made. Or, if a certala part of the eity is more

## REAL ENTATE.

sultahly located for sles for wholenale frms, there is sood apecuintion in buying up the best sltes avallshle.

In every large city there is what is known ns the select residentlal section, nnd this class of property is very often at a premium.

Suhdivlsion property is always more or less speculatlve, depending how far out and how fast the clty will grow withln a certain timo. Wise investors of auhdivision property, aside rom noting the distanco of the property from the centre of the clty, usualiy deslgnnted hy the Post Offlee, will ascertain In which direction the clty is most rapldy developing. in a good many cities the development ls retarded in one direction or another by the locntion of a forcign element, which makes tho proporty lylng outside thls part of the clty less speculntlve, that le, it does not as a rule reach n very high value.

To value property in the city, the most important thing is to figure out ae nearly as possibio what that property can he mado to earn. From $\$ 1,000$ to $\$ 2,000$ pcr foot frontage inight scem high for husiness property, hut if it te possible to improve thls property hy erecting a huilding which wlil be revenue producing to the extent of earning $n$ good rate of Intercst after making due allowancee for depreclation, taxee, otc., then that property hae not heen overpald for. In most of the large citles of the West the quotation of property le generally glven hy the price per foot frontage. Loan Companies usualiy advance money on propertles up to forty per cent. of the value of the land and the cost of the hullding. Most of the large loan companiee make it a practice not tc. loan on lmproved property which has less than a thirty foot frontage. In a great many waye thls is a good thing, as it has a tendency to keep houees a ilttle farther apart, thue leavlng a few feet on elther slde. In moet caees there te a limit to the amount of money which can he borrowed on realdential property, no matter how much the house might cost, as the loan inspector keeps in mind the amount of money on which the house will earn an interest providing it ehould have to go hack on the loan company. An expensive house might not have any more roome than a cheaper houee of

## REAL ESTATE.

practicalty the ame tive, the rooming apace, reneraliy mpenking, is worth an much in one house an another.

The atandard commianion umaily charged by real entate agents, that is for seling the ordinary prowertion, aro fivo por cent. up to the first thousand and two and one-half per cent. after that. Some casos, howover, the five per cent. Is charged up to tho first five thousand. Of course there are exceptions to theee casen where a straight fivo per cont. commission is charged all the way through, where the deais are iarge and considerable expenso is involved in syndicating, etc. Good arguments are used whereby tho time wili come when commissions will ho paid hy the purchaser inetead of as now hy the vendor. For example, a clicnt comes to a real estate agent and wishes to huy a certain plece of property for which ho states he is willing to pay a certain sum of money. The agont goes out to buy this property, and verhaps he le ahie to huy at hundreds or thousands of doliars less than his client was wiling to pay. in such cases the agent is working for hie cilent and not the vendor of the property.

In neariy aif the farge citles real estato exchanges are estahlished, in which are represented nearly all the large frms. They meet periodicaliy and diecuss the matters pertaining to different hranchoe of their husiness. In Juiy, Winnipeg, Rernational Real Estato Convention was heid in from different parts of America over a thoueand delegatee

## TRADE AND COMMERCE

## TRADE AND COMMERCE

The Torma "'trade" and "commerce," primarify, lave tho same neaning, only the fatter is now generaily restricted to the buy. fog, selling, exohanging, oto., of commodities between different untions or States, while the former is applied indiscriminately to all commercial intercourse, whetier domestio or international.
Trade is divided generaily Into two classes, uholeale and rrtail. Wholesale tralo deais in goods by the plece or in large quantities, aupplying retali dealers and middie men generisiy, while retail trade deals in small quantitiee and supplies goode directiy to consumers.

The Wholesale Trede of a country is divided into four difforent kinds; the home trade, the import, or foreign trade of con. sumpition, the export trade, and the carrying trade.

The Home Irade is employed in purchasing in one part of the came country and eelling in another the produce of the industry of the country, and It comprehends both the Infand and cosetIng, or that whioh is carried on both by land and aea.
The Import Trade is employed in purchasing foreign goods for home consumption.
Tho Sxport Trade is employed in connection with goods and produce sent to foreign markets.

The Carrying Trade is employed in transacting the commerce of foreign countries, or in carrying the surplus produce of one to another.

Commerce distributen the effis of nature, balancing the deffciencies of one country with what is superfiuous in another, creates a demand for fabor, finde employment for wealth, and multiplies and cheapens the produotions of every country.
Importa and Exporta.-A quarter of a century ago the total value of the anaual Imports Into Canada amounted to but $\$ 110,894,630$, whlle in 1911 it reached $\$ 472,247,540$. The total value of exports a quarter of a century ago wae $\$ 90,203,000$, whlle in 1911 it was $\$ 297,196,365$.

Inland Carrying Trade.-Canada's extenslve system of caad, rlver and lake navigation affords unrlvaled facilitlee for lts inland carrylng trade. Nearly a hundred million dollare have been spent on canal construction in the Dominlon, and over 30,000 vessels pass through the canals annually, carrying hundreds of thousands of passengere and mlllions of tone of frelght. The Dominlon'e rallway com-

## TRADE AND COMMERCE

merclal fncilities are exceliont, conaisting of a network of raliways of a total fongth of over twenty-four tboucand milies. The Canadian Pacifc raliway main ifne from Mon. treal to Vancouver ia 2,906 milea In lengtb. Canada bas also 1,049 miles of electric raliways.

Mnnufacturen.-Theat unrivaled facifities for traneportation have induced a marveious growth of manufactures in Canada for consumption in all parts of the world.

Mineral I'rolucts. - The value of the mineral producta in 1910 , according to the annual preliminary report of the Division of Mines, was $\$ 105,040,958$, as compared with $\$ 91,831,441$ in 1909. This represents an increase of over 14 per cent.

Custom-Housen.- The place appolnted by the government at ports of entry where vesgels and merchandiae are entered and duties upon iniported soods are collected, and wbere vessels obtain their ciearance and other papers, is called a custom-house; the collectors, appraiters, surveyors, navai officers, and their deputles, examiners, clerks at tbe head of divislons, inspectors, gaugers and weighers, but not gubordinato clerks, are calied custom-house officers, and are sworn to falthfui gervice; tbe persons who act for merchants in tho businoss of entering aad ciearing goods and veasels, are known officially as cuntom-houme brokerns the taxes levied on imported goods are usually called euntome dutlen.

A Custom-House bintry is a statement made in writing to the collector of the district, by tbe owners or consignees of tbe merchandise on hoard any vessel, which they desire to land.

Bonded Goods.-Foreign goods are said to be bonded. when tbe payment of the dutles is secured by a bond, or when warehoused in a government store or warehouge, and under the control of the coliector of tbe port untll entered for consumption and the duties puld.

When goods are shipped from a foreign port and destined for an interlor point or otber place in the Domlaion that is not a port of entry, tbey first go to a port of entry and then are lorwarded in bond to the polnt of deatination. This trans-sbipment fs effected through means of a custom-house broker at the port of entry, to whom the invoices, blif of liding, and otber shlpping papers are sent.

## TELEGRAPHS

## TELEGRAPHS

The busineas of telegraphy is carried on hy corporations and consists of the making and performing of a system of conParties to the Contract. - There are two parties to the contract, (1) the sender of the message, und (2) the telegraph company. Each party agrees to do certain things and each must keep his (or its) agreement. If the company fails to losa resulting. Whether the
person to whom the my can be held liable in damages to the tion. The tendency of thage is sent is a much mooted questo such person, if he is in fow is to hold the Company liable failure to do its duty. In ract injured hy the Company's of hlank muy hecome importan cases the condition on hack The Contract. - The ordinant. stitutes the contract. Thery telegraph hlank usually consend a message (called a isender requests the company to effect an offer to pay for the service if such a request is in pany hy taking the message agrees if rendered. The comthe offer. The request and agrees to send it, i. e., accepts ceptance, make the contract. The Terma, The principal the sender agrees to pay for parts of this contract are (1) and the company may refuce the message at the regular rate vance; (2) the company ase to take it inless he pays in adgraph with promptness, deliver to send the message by teleand not reveal its contents to it to the person addressed Accuract. The any onc else.
the operator canuot sere must he sent as it is given. Hence takes of grammar, nor add evident mistakes, such as misadd, nor omit anything, nor make any
Promptneas
and different mess message must he sent as soon as possible they are received.

Secrecy.-A telegraphi company is a confidential messenger. It has no right to reveal the message to any one

## TELEGRAPIIS

except the one to wbom it is addressed, but in court tbe mes sage may be read in evidence.
Submarine Telegraphy.-Although the system of transmit ting messages by means of electric cables laid on the bottom of the sea has come into use since 1851, it is now in operation in almost every part of the world. The tetal length of the submarine cables of the world to-day is over 180,000 nautical miles.
Wireless Telegraphy. - In 1897 Marconi announced a system of wireless telegraphy, operated by means of electrical vibrations set $u_{p}$ in one apparatus and transmitted through space to a distant receiving apparatus withont the aid of an intervening wire. On December 21, 1902, he established wireless telegraphic communication between Cape Breton, Canada, and Cornwall, England, a distance of 2,300 miles. Messages are now sent regularly by this sys ${ }^{+} \mathrm{em}$ for considerable distances, and it is contended that so far as reliability goes, wircless telegrapby is far superior to the ordinary wire lines.

An occan steamship, with a wireless telegraph equipment on board, is in constant communication with land and with other vessels similarly equipped thronghont its trip, and the safety as well as comfort of an oceanic voyage is immeasurably increased by its use.
Wireless telegraphy has been most suecessfully used in oceanic signaling. Tbe Japanese are in a great measure indebted to it for the success of their navy over that of Russia at Port Arthur, their principal warships being equipned with the necessary wireless transmitting aud receiving apparatus.

## BAFE METHODS

## MERCANTILE AGENCIES

A Mercantile Agency is an estahiishment for suppiying merchants, bankers, and ali who do a more or iess credit husiness, with information as to the finanoiai standing of persons engaged in husiness.
EIow they Operate.-These agenoies ohtain from iocal correspondents in all parts of the country information as to the oharacter and personal responsibliity of individuals, firms, and corporations, and make such information readily availahie at all husiness centers.

Dommercial Ratiags.-From the information thus ohtained is deduced what are known and recognized as "commerciai ratings." The names of the various merohants, with the ratings, are issued quarteriy, in book form, and are classifled, first hy states and provinces, then hy cities and towns, ail arranged in alphabetical order. These voiumes, covering the United States and Canada, emhrace a million and a quarter of distinotive husiness organlzations, and yet so simpiy are they classified that a reference can be isad with as muoh readiness as the finding of a euhject in a cyclopedia.
Ioading Agencies.-The Bradstreet and R. G. Dun \& Co. concerns are the ieading agenoies for the United States and Canada. They have headquarters in New Yoris, and sub-agencies in all prinoipal oities. Agencies also exist in Europe, and importing and exporting houses on opposite sides of the giobe are thus kept informed as to each other'e commercial standing.

Benefit to Merchanti,-This system enahies the soivent merchant to purchase goods anywhere with reasonahle certainty that they will be deiivered promptiy, avoiding undue deiay consequent to investigating hie oredit. The sgenoy thus serves as a sort of olearing-house for credit, and good ratings are much sought after in the husiness worid.

Oredit Books are also issued, furnishing the same sort of information to those seliing to particular trades.




1841 RT, HON SIR WILFRED LAURIER, P. C. C. M. G., D.C.L. LL. D., K. C. M. P. 1874, Mir.In. Rev. 1877, Prem. Can. 1896-191I

## DEEDS

## DEEDS

A Deed is an instrument in writing and under seal, whereby real estate or some interest therein is conveyed.

Ths Seal required by the common law and also by statute in ths older Provinces consista of an impression upon wax, a wafer or other tenacious substance. The Land Titles Acts passed hy most of ths Provinces and almost exclusively used In ths newer, Western Provinces, require no seals except corporate seals of companies. The seal of a deed imports consideration.

Names of Partiss-Ths maker of the deed is called the grantor, the party to whom it is delivered the grantee.
Requisites of a Valid Desd.-1. Competent partles. 2. Consideration. 3. The desd must he reduced to writing. 4. it must be duly executed and delivered. If signed hy an agent or attorney, the name and seal should he that of the principal, and the authority of the agent to executc the same should itself be under seal. To be effective against third partles deeds must bs recorded or registered. (See Acknowledgments.)
Ths Conslderation on which the deed is hased may he either good (as in love and affection), or valuable (as for money or ol. property). It is customary, though not necessary, to mention some nominal sum, as one dollar, even when no money price is paid.

The Property to bs conveyed should be deflinitely and correctiy described by bounduries.

When Wife Must Join.-In the newer, Western Provinces dower has been done away with by statute, hut in all other Provinces ths wife must join with the hushand in a conveyance of his real property to bar her dower. Except in Quehec the husband need not bs required to join to convey a wife's real estats.

Acknowisdgment-In British Columbia and in Quebec a deed must be acknowledged hefore a notery public or some other officer. Forms ohtainable from law stationers and notaries will indicate the requirements of each Province.

## DEEDS

Separate Acknowledgment by wife is required in Alamka, Arkansas, Delaware, Dietrict of Columbia, Florida, Georgla, Idabo, Kentucky, Louisiana, Montana, Nevada, New Jersey, Nortb Carolina, Oregon, Soutb Carollna, Tennessee, and Texas.

Witnesses.-It le always hest that the execution of the deed sbould be witneesed, even thougb not required by statute. A witness ebould bave no interest in the deed. Tbe witnees sbould eubecrithe that the deed wae "slgned, sealed and delivered" in bis preeence. Wbere tbe deed is made to a corporation no subscribing witnese is neceesary, ae tbe affixing of the corporate seal of the company or corporation le sufflctent wben slgned by the cblef officer. Deede sbould be made out in duplicate, one copy for registration and the other to be kept hy the purchaser. If witneeses die proof of their bandwriting will be admitted; if tbls cannot be obtained, proof of the grantor's bandwriting is sufficlent.
The Estate Passes upon the actual delivery of the deed. If it le retained until the grantor'e deatb, it becomes vold and of no effect. But where it le delivered to a tbird person to transfer to the grantee upon the bappening of some event, as the deatb of the grantor, the estate will paes upon tbat final dellvery. Such a deed le called an eecrow.

Registering. -Tbe object of the public reglstering of a deed is not to give validity as hetween the grantor and grantee, but to protect the grantee against eubsequent bona fide purchaeere or mortgagees, and against tbe grantor's creditors. Place to register is tho Registry Office or Laud Title Office of the Court or Registration District where the property is eituated.

Cantion:-Do not purcbase real eetate witbout first bavIng the title carefully examined by a competent lawyer or Title Company. Ueually an agreement to sell and purchase is signed by botb partiee wbicb provides that the titie of the property is good and marketable and free from incumbrance, and a small payment le made on account of the purchase as earnest money.

## DIFFERENT KINDS OF DEEDS.

A Warranty Deed is so called hecause the grantor covenante to warrant and defend lands mentioned against all persone, and to the extent specified.

## DEEDS

A General Warranty covenants nnd warrants against all persons whosoever

A Special Warranty covenants and warrants only against one person, his heirs and tbose claiming under bim.
A Quit Claim Deed is one which eonveys all the interest of the graator whatever it may be but contains no warrants or guarantees. By it the grantor merely quits claim to any interest be alay have, but does not warraat his title.

A Trust Deod conveys property to persons to hold for the use of some other person who is ellitled to the procecds, title, or 11 e of the property.
Tay Deeds are made by a public officer after sale of the land for non-payment of taxes. They differ from common deeds in that they do not in themselves transfer title. That is to say, any irregularity or illegality in the sale or other proceedings on which the deed is based will invalidate the deed itself. In most provinces the grantee of such a deed holds the property subject to the right of the owner to redeem it withia a specifled time, by paying taxes, costs and interest on the purchase money, at a fixed rate, greater tban the usual rate of interest.
Deeds by Executors, Administrators, or Gnardians generally contain no warranty; or a special warranty that the graator has not done or committed nny act whercby the premises conveyed are charged or encumbered. Every requisition of the law should be carefully complied with, give a good title.

Forms of Deeds conveying land are practically the saine in all the Provinces, aad printed blaaks therefor may he obtained from the statioaers. It is necessary in all cases that a subseribing witness make affidavit that he was personally present and saw the iastrument duly signed, etc. The affdavit may be made before a Notary, a Magistrate, a Comnissioner for taking affidavits, a Judge, a Registrar, or a Deputy Registrar.

## DEEDS

## Begistration of Deeds

Under tho lawe of the Dominion of Canada all deeds and instruments respeeting titles of real estate may be registered In the Registry Offleo, or Land Titles Office of the County or Registration District in whleh the property coacerned is situated, and must ho registered to retain their priority.

Every deed or other instrument respecting titio to land, In order to he recelved for registration, must he verified by affldavit in proper form of a euhscrihing witnose present at the time of eigalag.

The fee for registering depende upoa the number of words in the deed. Unless a deed or othor lastrument respeeting the title of land be reglstered it is vold against euhsequent purchaser $r$ : nortgagee, aad it is therefore important that every det $f$ ehould he registered as soon after ite execution ae posslhle.

If a registered deed or mortgage ehould he loet or deetroyed, a duplicate caa he ohtalaed at any tlme from the Registrar on the payment of a small fee.

Uader the Torrens System of Lands Traaefer, commonly referred to as the 'Laads Title Act," registration must he ohtained on formal applieation, the owaer of the deed heing then given a "certificate of title," and when he transfers the tltle of any part of the property the transfer must he entered on the duplicate certificate in the Land Titles Office, and when all the laad emhraced in the certlfeate of title hae heen transferred the certificate must he returaed to the Land Titles Office.

## REQUIREMENTS IN THE DIFF'GRENT PROVINOES

In Ontario dceds must be under seal, except where exeented under the Torreas Land Titles System, whicb see. A wafer or some ndhesive substance should be used. $\boldsymbol{\Lambda}$ scroll will not answer. Deeds should be in duplicate, ono for registration and the other to be retained by the purchaser.

Proof of deeds for registration is to be made by nffidavit on the instrument, or securely attached to it.

If different parties to the deed subseribe before different suhseribing witnesses, each witness must make an afflavit as to the execution by the parties whose exceution he attests, or the deed, ete., cannot be registered.

In Quebec deeds must be exeeuted before a Notary Publie, who retaias the original in his repertory (the Notary Publie being a public officer) and issues authentic eopies, which

## DHEDS

make proof in the courts. All docds affecting real estate must be proved by afflavit of one witness beforo it ean be registered.
In Nova Scotia all deeds affecting land must be executed under ecal and in the presence of a witness, and only take effect as against third parties from the time of their registration. A deed or mortgago may bo proved within the Provinco hy oath of witness takell before the Registrar, a Judge of the Supremo Court, a Notary Publie, a Justice of the l'enco or a barrister of the Supreme Court. Out of the l'rovince a deed or mortgage may be proved by oath of subscribing witness or acknowledgment of parties uniler oath. Such oath can bo taken before a Judge of any count of record. by the Mayor of any town, by a Notary Public or by n Comunissioner appointed to administer affida vits without the Province. Where the deed is to be proved in a foreign colutry, the oath must be taken and the attestation with tho date certified under the hand and seal of any Public Minister, Ambassarlor, Consul or Vice-Consul of Great Britain.
In British Columbla deeds must be under seal, and attested by one wiiness. Acknowledgments and proofs of the exeeution of instruments entitled to be registered or recorded may be made by: 1. The party executing in person such instrument. 2. The attorney in fact, when such instrument is exceuted by an attorney in fact. 3. The secretary of any corporation, when such instrument is executed by such secretary. 4. A subseribing witness to sueb instrument.

In Manitoba deeds must be under seal and attested by one witness, who wlust make an affidavit tbat he was personally present and saw the instrument duly signed, etc. The provisions of the registry act as to lands not under the Torrens System are very much the same as prevail in Ontario.
In New Brunswick deeds must be under seal, and before recistration must be acknowledged by the person executing the same, or be proved by the oath of a subscribing witness, before a Judge of the Supreme or County Court or a meruher of the Executivo or Lexislative Council, or before any Registrar of Deeds, or any Notary Publie appointed and resident in the Province, and certified under his hand and official seal, or hefore any Justice of the Peace of the eounty in which the conveyanee is to he registered.

## DEEDE

In Nowfoundiand all deets affecting land must be registered. Deeds within the ixland may be proved upon the oatb of a suhscribing witness or any party exceuting the same, or upon the personal acknowledgment of a party from whom an interest passes, to be made before the Registrar, Deputy Registrar, a Judge or Commissioner of Afflavits of the Supreme Court, or a Justice.

## Form of Deed.

Tha follawing is the Ontarla shert ferm af Statutory Deed with abbere viated corenerts:

Thia indenture made (in duplicate) the firat of November, in the year of our lord one thounand nine hundred and twelve, in purnuance of the Short Forms of Convesancer Act.

Between John Rice, of the Townahip of liympton, County of Lambtan, and l'rovince of Ontarlo, merchant, of the first part, and

Anna life, wife of the party of the first part, of the accond part, and llarry R. Keen, of the Township of jijmpton. County of Lamb ton, auil Iroviner aforesald, yeoman, of the thlrd purt.

Iftuceseth, That in consideration of Three Thousand Doliars ( $\$ 3,0006$ ) lawful money of Cnnada, now puld by the muld party of the third rart to the said party of the first purt (the recelpt whrreof Is heriby acknowledged), he the suin party of the first part, Dofh Grant unto the said party of the third part. In Fee slapif.
Alf and Eingular that certaln pareel or tract of innd and premises situate, lying and bring in the Township of llympton, County of lambton, and Irovine of Ontario, containing hy admeasirement one hundred nurea, be the same more or lefs, belng componed of the wouth part of Lnt Number 10, in the 7th Concealion of the Townshlp of flympton aforesald.
To hare and to hold unto the said party of the third part, his heirs and ampigns, to and for his and thilr aole and only use forerer, subject nerertheleas to the reservations, ilmitationa, provison and conditions expressed in the original grant made thereof from the Crown.

The said party of the firat part corrnante with the and party of the third part, That he has the rlght to eonvey the aald lande to the waid party of the third part, notrithstanding any art of the wald party of the first part..

And that the sald party of the thlrd part shall have quiet posses alon of the aald lands, free from ali enemmbrances.

And the aald party of the firnt part corenants with the sald parts. of the thled part that he will rxecutr such further assurances of the said lands as may he reguisite

Ind that he will produce the titie deeda enumerated hereunder and

## DEEDG

Allow coples to be mado of them at the expense of the mnid marty of the third part.

Ind the mild party of the nemt part encemanfa with the sulal party of the thire part thnt he hns done no act to chenmber the suld lands,
And the ande party of the first part relenars to the anid party of the third part nill hie claime tipon the eatif laniln.
And Anna Bice, the party of thn wecund part, hiredy burx her dower in the sid Inndis.
In witness Whereof the wald parties bereto bave berrunto wet their haude and senly,
slgned, menled nad dellivered
in presence of
Join Rice:
Harry If, Kexa.
Amdavit of Witnems:
County of Lambton
To W'It :
f, Harry IV. Keen, of the City of Sarnia, County of Lnmaton and Province of Ontarlo, merchant, make oath and way:

1. That I was pernonally prenent und did mee the within Instrument nad dupleate doly migncl. araled and execoted hy John Rice and Annn ItIec, two of the parties thereto
2. That the eald Instriment and duplfente were executed by tha suld partlen in the Townebip of Earnia
3. That 1 know the sald pritles.
4. That I am a subserlblag witness to the sald Inatrument and dupleate. Ilaray If. Kefn.
Sworn beforo me in Sarnia, in the Conaty of lambion, thla irst diny of November, 1014.

A commlsaloner for taking amdivits In the County of Lambton.

## Form of Quit Claim Deed

(For Ontarlo)
This Indentuar made (In dupliente) the first day of June, In the yeur of our Lord one thousand nine hundred and fourteen

Between Sam. Burne, of the Townshtp of Exeter, County of Hruce, Province of Ontarlo, merchant, of the first part ; and Walter J. I'aul, of the Townsblp of Exeter, County of Ifruce, Proviner aforesald, yeoman, of tho second part

Wifnceseth, That the eaid party of the first part, for and in consideration of the sum of Flve Thousnnd Hollars ( $\$ 0,000$ ) of Jawful money of Canada, to him in band paild by the said party of the kecond part, at or before the minilig and delivery of these l'rexrints (the recelpt whereof is hirehy acknowledged), hils granted, released and quitted clalm, and by these Presents doth grant, relense nad quit claim unto the sald party of the second part, his helrs and nssigna lorever, all estnte, right, title, Iaterest, clalm and demand whatsoever, both at law and In equity or otherwise huwsoever, and whether in porsersion or expectrncy of bim the sald party of tho first part, of th, to or out of

## DEEDA

Aff and olmbular that certnin purvel or tract of land and preminen Mltuate. Iying and lepag in the Townmitjo of Fixeter, In lbe County of

 port of Lat No. It in the Tenth toncpunlun, in the Towayhip of Friter nforcwnill.

To linve and to lould the nfirempid lamis and premantw, with att
 unto and to the ume of the xithl pirily of the mecond part, hlx holrm and anmlany forever.
 and conditions expreasad in the orlylnal urint theroof from the ('rown.
 theitr bands and mealn, Slanerl, Kenteil und Irellverell

IIf prominew of
II. 18. (ilvier.

 Wlenemm:
1). [3. Gitvler.*

## Sam Buaxn.

## Form of Conveyance of Freehold by a Vendor Soized in Fee Simple to a Purchaser, Withont Recitals (For Newfonndinad)

Tutw Indastine, mide the 2d day of January, 1014, netwerm A. II. of st. Jotin'x, in the Jmand of Newforndland, Gentlemna, of t:a one purt, und $(\therefore$, 1 . of the mime place, Gontleman, af the other piart, witsexsetu, that in consilifation of the sum of $\$ 10,000$. 1 . to the mald A. II. palil by the mild C. D. (the recelpt whereof la in eby
 mito the mifl C. I). all that (dewribed premisen), to have and to Hilld the mane (atu and to the che ar the wald C. D., bls belrs and tuslene.

Is Witsesm whereop the sald partles bereto have bereunta met thelr rexpective hanalk and neals the duy and year firnt abave written.

## Form of Quit Claim Deed <br> (For Novn Scotla)

Tuis indenteres made this thifty-first day of July, In the your of our lourd one Thousnad Nine lluadred Thirtecd, between Jumes Jones, of the Townshlp of Coldelnenter, in the County of RIch. monil. l'rovince of Now Seotia, yeoman, of the One Irart, nind John Sult? of the Townshlj of collhestur aforemald, of the Other Part, Witsenseth, that the sald party of the first part for and in conwiduration of the sum of Two Thousind Dollars $(\$ 2,000)$ of lawful Hienary of the Dominlon of Camana, to the sald James Jones in hand well and trily pald by the sald party of the second part at or before

## MOLTTOAGEs

 in hereby acknowdedsad, has grauted, released, and quitecil ctule to and by theme fremente doth grant, relonme and guft clutar, uuto the
 that cortnin puriof or tract of laad and premines altuate, fymanal belag In the Jownolofy of Colethenter, In the County of Ittchmoad, I'rovince of Nova Heotlu, contaluing by admeanurement fifty acren,
 thon of lands, together with alt and alngular the Enementy, Tene. mente, Ilereditameuta and Appurtemaneen to the same belonglag, of In anywime nupertalning, witts the reveralon adad revermban, remalader and romajndorx, rantm, lwais and proftes thereof, and ail the extate, slaht, Ilthe, Interest, elalm property aded demand, loth it Law and in liquity of the mald party of the firat part of in, to, or out of the mame, or any part throbof, ro have axD to mota the mald Land and I'rompey with the Appurtranaces, and every purt thereof unto the aald party of the accond part, hit Ilelry and deskme, to bla and thelr mulf nite, leacett and behoof forever.

In Witneas Whensor, the partlea to the preseate have bereuato thelr Ifands and feals met and afficd, the day and year frat ahove written.

James Jontrs. [neal.]
Signdy, Staled and Debivered in the premeace of
Province of Nova Acotin, s. s.
Ahos Kevp.
On thle thirty first day of July, A. D. 1013 , before me, the wultmerilere, presonally cank dad ngperared Amon Kiemp, s muberlibing Wltaeas to thr forcgolng Indeature, who having been by me duty aworn, made oath aad hald that the partlen thereto slgned, wealed, and dellvered the same la bla presence.
B. C. Joingon, A Commisnloaer for taklag imdavita, etc.

## MORTGAGES

A Mortgage is a conveyance of property, either real or personal, given to seenre parment of a debt, or tho performance of some special ant. When the debt is paid the mortgage becomes void and of no valte.
Names of Parties.-The person nortgaging lis property is called the mortgagor, and the person to whom the mortgage is given the mortgagee.

## REAL ESTATE MORTGAGES

In real escate mortgages, as usually written, the person giving the mortgage retains possession of the property, re-

## MOHIGIGES

ceives all the ronts and other profits and pays all taxes and other expenses until breach of condition and foreclosure.
Must be in Writing.-All real estate mortgages must he in writing, signed and scaled. The time when the deht, to secure which the mortgage was given, is due must bo plainly stated and the property conveyed must bo clearly deseribed and located.
Mnst be Acknowledged.-In British Columbia and Quebec mortgages must be acknowledged like deeds. In all provinees witnesses are required to mortgages as well as to deeds. Sueh witnesses must make affidavits that they were personally present and saw the documents signed. When such affdavit: lave been nade (and acknowledgments, where required) the mortgages slould be recorded or registered. Sueh registration constitutes notice to third parties. Forms may be obtained from law stationers and notaries.

The Accompanying Bond or Note.-It is usual not only to insert $n$ covenant of promise in the mortgage to pay the debt, but for the mortgagor to give also lis bond or note as evidence of indebtedness. In this case the mortgageo may sue and recover upon the note or hond, or he can forelose his mortgage; nnd if there is not suffieient realized from the sale to pay the debt he may recover the balance on the bond or note.
The bond or note is drawn precisely like any other instrument of tbo kind. In the case of notes, it is customary to state therein that they are secured by a mortgage of even date.
Redemption.- By what is termed equity of redemption the mortgagor hae a legal right to redeem hie property after the deht for which the mortgage is security faile due. Within this extended time he must pay the full amount of the mortgage with the interest preserihed hy the etatute.

The Equity of Redemption is such a positive right that it may be sold, and is of sueli a character that the law refuses to allow it to be foregone, even by an agreement to that effect in the mortgage.
Power of Sale.- A power of sale is not essential to a mortgage but is commonly inserted. A power of sale permits on non-payment of principal or interest, a sale of the property by the mortgagee either with or without notice to the mortgagor as the document inay set fortb.

## MORTGAGES.

Mortgagee are sometiriee eo drawn that a eingle talifure in paying the intereet at a etated time rendere due the whole, both principai and intereet, and givee the mortgagee authority to sell the property long hefore the principal money le due.
Assignment-A mortgage can he aesigned, hut unleee the bond or note le also aeelgned it le worthieee and givee no right to forecloee, and euch aselgnment ehould include also the bond or note and ehould be acknowledged and recorded.
Muking Payments-If the wording in the mortgage or note le, "payahle on or before" a certaln date, the creditor cannot compel payment before that date (if the intereet is kept up); hut the dehtor if eo diepoeed can pay at any time and the creditor muet accept lt.
A debtor cannot compel hie creditor to accept payment hefore it le due, hecauee he hae a right to have hie money remain on intereet nccording to agreement.
Whenever payment fe made upon a note or hond or mortgage it ehould he carefully indoreed upon the inetrument.

Foreclosure,-If the mortgagor falis to meet the conditions of the mortgage then the mortgagee may foreclose. The method of foreclosure differe in the eeveral Provincee. In eome the etatutee preecrihe a short, eummary method; in othere an action of court is neceeeary; in etill othere elther method le legal.

Discharge of Mortgage- When a mortgage hae heen paid in full the mortgagor to entitied to a releaee or discharge of the mortgage, which le equivalent to a reconveyance of the property, and as euch it ehould he at once regletered hy the mortgagor. Where a mortgage hae heen aeelgned, particulare thereof ehould he given in the diecharge. The etatutory form of dlecharge is practicaliy the same in all the Provincee.
A mortgagor ie entitled to a reconveyance, if demanded, inetead of a discharge.

## HOW TO FORECLOSE A MORTGAGE

The methods of foreclosing vary in different Provincee, but the following general etepe are common ir moet of them.

1. Application to a Court for authority to forecloee.
2. Hearing the partiee by the Court.
3. Selifing property under power of sale.
4. Advertieling the property.
5. Selling it to the higheet hidder at auction.

## MORTGAGES

## 6. Deeding it to the purchaser.

## 7. Mortgagee taking and retaining possession of the prop.

 erty.8. Paying over any surplus fund remaining from the sale to the mortgagor.

## Form of Mortgage

This Indentrine made (in dupificste) the first dey of April, one thouaand nine bundred and fourteen, in pursuance of the Short Forms of Mortgagea Act:

Between Wm. Good, of the Township of Coichester, in the County of Richmond, Province of Nova Scotla, yeoman, of the first part, hereinafter called the mortgagor:

Lel
And Darld Ifeman, of the Kent, of the Township of Colchester aforesaid, gnnWitnesseth, The part, herclnafter calicd the mortgagre;
( $\$ 1,000$ ) of lawful money consideration of Onc Thousnad Dollars to the said Mortgasor (the Canada now paid hy the said Mortgagee the said Mortgagor doth receipt whercof to hereby acknowledged), Mortgagee, his heirs, executorst and Mortgage unto the said ever:

All and Singuiar that certain parcel or trsct of lend and peemises sltuate, fying and being in the Township of Colchester aforesaid, containlag by actual mensurement One llundred Acres, more or less, being composed of Lot Number Tcn (10), on the Fifth (5th) Concession of the Townabip of Coichester aforesald; and lands: Good, of the sccond part, herehy hars her dower in said

Pr
Dollars of thia mortgege to he vold on payment of One Thousand cent. per annum, aa foliows. Canada with interest thereon at ave per

The said princtpal sum
payable in four equil ennue Thousend Doljars to be duo and Fifty Dollars each, with int instaliments of Two Ilundced and annum on the unpaid princtpal at the rste of ave per cent. per ment of principal. The and payabe annuily with cach installinterest to be due and perme of sucb papmenta of principal and and taxea and performance of the arst day of April, A. D., 1015, The sald Mortgager co of atntute lahor.
Mortgagor will pay the mointa with the said Mortgagee that the the antd proviso, that therigage monny and interist and olserve to the eaid innds, and that be hasor has a good titic in fee simpie the right to convey the raid cands And that in default
the said lands, free frome Mortgagee shali have quiet possersion of
And that the eild $M$ an racumbraners :
of the said lands as may be requisite:

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## Montgages

And that the sald Mortgagor has done no net to encumber the sald
And tbat the alld Mortgagur will Insure the Bulldings on the sald lands to the amount of not less than Six ffundred jollars cur reney:

And that the sald Mortgagor doth Delase to the rald Mortgagee ali his chalms npoa the sald lads sulbject to the sadd proviso.

Provided that the sald Mortanare on defanlt of puymint for four
months may on glving three monthy notlee in writing eater on and
Provetel it

Provided that the Mortgagee may dlatrain for arrearg of in est.

Provided that in difault of the payment of the interent lierehy securnd the princijal herohy securiml shall berome payable.
frovided that untll default of parment the Mfortgagor shall have quiet possesmion of the ruld lands

In IVitncss Whereof the sald pmrtles hereto have hercunto set thejr hands aad scals,
Signed, sealed and dellyered
In the presence of
Grant Jamison
IV M. Good:
County of Itiehmond,
To Wit:
I. Grant Jamison, of the Village of Colebester, In the County of Richmond, manufacturer, make oath and say:

1. That I was personally present and did see the within fistrument and Dupileate thereof duly sloned. sealed and expecuted by Wm. Good and ferlin Good, two of the parties thereto.
2. That the sald fnstrumint and Duplicate were executed by the sald partses at the Village of Colchester, of the sald Township of Colehpster
3. That I know the anid parties.
4. That $f$ am a subseribing witness to the said Instrument and

Sworn before me at the Village of Colehester, In the County of Richmond, thls Arst day of Aprll, in the year of our Lord, 1914.

A commissioner for taiking amdayits T. C. Boswortir.

## Form of Mortgage in Fee of Freeholds <br> (For Newfonndland)

Tiris finenttre, made the Ist uay of July, 1914.
BeTweey it of, ete. (herejanfter called the mortgagor), of the one part, and 11 of, etc, (herelnafter called the mortgagee), of the other part:

Whereas, The mortgagor is selzed of the hereditaments herehy mortgaged for an eatate in fie slmple in possession free from enculubrances :

And Waereas, The mortgagee has agreed with the mortgagor on lend him the gum of $\$ 1,000$ upon having the repayment thereof

## Mortgages

with interest at the rate berelnafter mentloned aecured in manner herelnafter appearing

Now This Indmetcat Witnenarifi. That, In purauance of the sald agreement and in conslderstion of the sum of $\$ 1,000$ now pald hy the thortgagee to the mortgagor (the recelpt whereof the mortgngor doth herehy acknowledge), the mortgagor hereby covenanta with the mortmngee to pay to hlm on the 1st day of January next the mum of $\$ 1.000$ with intorent thereon in the meantime st the rate of 5 \% per annuia, romputed from the date hereof;

Avd also as loag as any princlpal money shall remain due noder thes. juresenta after the gsid 1nt day of January next to pay to him interent theron ut the rate aforcsald, hy equal half-yearly paymenta on the 1 st day of July and the first day of January every year:
and This indencture also Witneaseti, That, in further pursunnce of the snid agreement, and for the consideration afor:oald, the mortgngor as meneficial ownea doth herehy orant unto the
mortganee
all. that (parcela),
To hafe and to holn the same unto and to the dsm of the mortgagec, his beirs and assigns, subsect to the proviso for redempthon herelanfter cuntained (that is to any) :
provided al.ways, add It is herely agreed and declared that on payment on the anld drat day of Jnnuary nezt hy the mortgagor or the persons deriving titic undrr him, to the mortgagee or the persons deriving title under him, of the aum of $\$ 1,000$, with int.rest thereon in the meantime at the rste aforesald, the premisea berelnbefore granted khall, at the request and at the cont of the mortgakor or the persons deriving titie under lim, be duly conveyed to him or them;

Pravided always, and it Is bereby agreed and declared thst the mortgagee or the pervons deriving tith under him, shall not be answerable for any involuntary losses whelt may bappen in or about the exercilse or exceution of the power of wale, or any of the powers or trusts which may lif veated in him or them by virtue of these presents or any statute.
in witneas, etc.

## Short Form of Mortgage

## (For Brtish Columble)

Tins Indentibe, made the. . . . . . . . day of one thougand mine bundred and......, in pursuance of the Act reapecting short forms of mortusges, between (herc insert names of partles, and rectuls, if any) witnowseth, that in conslderation of .........dollarm lawful money of Canada, now pald by the sald (mortragee or mort gagees) to the rald (mortragor or mortgagors), the recelpt whereof is hercly neknowledzed, the pald (mortgagor or mortgazors) (doth or do) grant and mortgage unto the sald (mortgagre or mortgageea) (hin, her or their) hetrs and assigns forever, nll (parcels) (here Insert provisos, covenants, nad other provisiow-
in Witness Wiezagor. The asid partlea bereto bave hereunto net their bands and reals.

## MODTGAGES

## Mortgage of Leaseholds by Demise

## (For Newfoundimad)

This Innentere, made the........day of............... $18 .$.
Betwren A. of, ete. (mortgagor), of the ode part, add B. of, ete. (mortgagee), of the other part:

Winibras, etc. (reclte the lease, and its baving become veated in the mortefoger.)

Ano Whereas, The sald B. has agreed to fend to the sald .I. the aum of sis00, upod having the repayment thereof with intirest as hercinuftor montioned secured in manner hereinafter appearins:

Now This Indentuse Witinesseth, That, id pursuance of the sald agreement and in consideration of $\$ 500$ to the said A. thls day pald i,y the raid B. (the recelpt whereof the sald A. dotis hiserily scknowledge), be, the sald A., dnth hereby corenant (for payment of prineipal and ioterest, as given Id Mortgage in fer of Frecholds).
dinu This indentere Also Fitnessetin, That, in further pursuance of the sald recited agrement s dd for the coDsideration aform safd, the sald A. as benemicial owner, doth bereby dimise unto the sald B.,
ill, thosen the sald hereditaments snd premises by the sald indenture of lease nf the......day of.................. 19...., explerssed to the demised.

To Hor.D the sald premises unto the sald B , hls exerutors, ad. ministratorn, nid nssigns, for the resldue now unexpired of the suld term of...............esers, except the lust day thereof:

I'rovided always, That if the safd A., bis executorn, administrators, or assigns, shall pay to the sald B., his executors, ndoninis. trators, or assigns, on the ..... day of .... next, the sum of $\$ \mathbf{5} 0$ ), with interest for the same io the meantime nt the rate of $5 \%$ per anaum, then the sald B., his executors, administrators, or assigns, wili at any time thereafter, upon the request nad it the cost of the suld A., his expeutors, adm!nistrators, or assje surrender the sald premises moto the sald A., bis executors, ad afstrators, or assigns, or as lur or they shall direct.

And it is heskby afakeo that the sald A., his exmentors, foministrators, and assigns, shsil hepceforth stand possersed of the suld fast day of the sald term of $\qquad$ cears in the sald premisen, in trist for the sald B., his exenntors, administrators, and asmigns, and to be disposed of as he or they shali difect. hut suliject to the same equity of redemption as may for the the belng be sujsistiag In the suld premises ly virtue of these presents:

And the said A. doth beretiy irrevocably appoint the said B., his executore, administrators, nod asslgns to be the attorney and attornergs of the sald A. id his nsme and od his behuif and as his act and deed to sign, senil, deliver, and otherwise perfect eviry or nny deed or assignmed of the said term of ............. years wheh may be desired by the sald B., his executors, administrutors, or assigns, in order to vert in him or them, or in any person or persons in trust for him or them subject as sforesafd, or in any purchsser of the

## montgages

wald premises or any part thercof, the whole renfdue of the rame In witsess, etc.

## Discharge of Mortgage

To the Registror of Deeds of the County of Welland, I, Jomeph Clark, of the Townshlp of stomford. County of Welland, Province of Ontacto, do heveliy certify thot Henry Thorp. of the Townshlp, County and l'rovince aforesald, merchant, oud Jane Thorp; bis wife, goge ninde by the money due on or to yrow due on a certaln mort. me, the satd Joseph Clark, which mpore Jane Thorp. hla wife, to
 the County of stamford, inforesuld on the ninth day of Moy, A. D. titled by low to recelve the moner on follo 3; and thot 1 am enfore discharged.

Witness my hond ond seal this arst day of May, A. D. 1914.
Witneaa: Joseph Clarg. [Seal.]
John smiti.

## Form of Assignment of Mortgage <br> (To be Indorsed on back of mortgare)

Tina Innenteas, made (in dispicote) the tenth day of Jnne, A. D., 1912 :

Betifeen Jomea Jones of the Town of IIensail, within named, of the larst port, and John Smith, of the Clty of Ottawa, of the second part,

Witwesbern, That the porty of the arat part, in conalderation of the sum of 8 ......... to him patd ly the party of the aecond part, the recelpt whereof ia herehy acknowledked, hath granted, hargalined sold, and ossigned, and by these prenents doth grant, borgaln, sell, and assign to the party of the recond part. hls helrs, exceutors, ad. ministrators, and assigns, all the right, titic, Interest, elaim and demond whatooever of blm , the ports of the firat port, of, in and to the lands and tenementa mentloned and descriljed in the withln mortzage. And also to all anm and sums of money seeured and payable thereby ond none remalning unpaid.

To hate and to nold the same and to oak, demond, sue and recover the oame as fully to off intents and purposes an he, the party of the arst part, now holds, and is entitled to the aame.
in Witness Wirireof. The parties of these presenta bave bereto oet their honds and seola, the loy ond year irst olove written.

> James Jonis. [Seal.]
> John SMith. [Seal.]

Signed. Senied ond Delivered
In the presence of
William Wilion.

## MOHTGAGES

## Form of Mortgace.

## (For Onturio)

Tilis Indentrres, made in duphleate) the firml day of June, one
 of Morthigen Act, Between James Johnson, of the Townshlp of Aneaster, In the County of Iraht, i'rovince of Ontario, ycuman, here Inafter called the Siortgagor of the first part, und Samull Nmith, of the Townalidp aforesaid, gentleman, herelnafter enlled the alorthage of the recond part, nad Mary Jane Johnson, the wife of the rald fortgngor of the third part:
limeapaa. The sald mortgagor $\%$ selzed in fee almple of the lands berelnafter demerihed,

Now Therefoage, This Indenture witnesseth that in consldera. thon of Ten Thousand Doltars of Jawful money of Canada now pald by neknow iuurtgagee to the sald mortgagor, the recelpt whercof is herchy
 ever, alih and singilab, that certaly mingiaters anif nesigne forpremlapa kitinte, fying and belng in juireel or trait of land and sald, contuining (ingert drecriplion of Township of Ancaster afore-
lind the rald party of the thid of properly).
gagor, hereby bars her dower in the sald tandse of the sald mort-
I'aovibid thin morterize to be sid
Inltars of fawful money of cilnada with intenymenl of Ten Thousand the dale hercof at tlve per cent. per annuterest to be computed from

The wald principal sum uf per annum, as fullows psyable in four equal nnmual Ten Thollasand Dollines to be due and dryd Dollars each, with intercest at ments of Two Thousand Five Ifunon the uupald prlnelpal, payate the rate of five per cent, per annum princlpal, the first of such perme anmuaily with each instalment of due and paysble on the fraymentin of principal and Interest to be neveral payments of principul uny of June, A. D. 1012. The sald quired and taxes and performind interent to be made in goid if re-

Tue enid mortraper mortgagor widl mortagor covenants with the said mortgapee that tha above proviso. That the mortga money nud lnterest and ohserve the Rald lands, And that he tgagor has a good titie in fee simpir to tha the sald mortgagce, And that the rlaht to convey the mald lands to posspusion of the sald lands on default the mortgagee shall have quiet the wsid mortgagor will execute from ali incumbrances. Ind that lanilm may be refulaite. And that the satd assurances or the sald act to lneumber the sald laads. And that the andar ons done no insure the huldings on linads, And that the sald mortangor will the principal money heres Canadn, l'rovided that if and whemer in dollars of fawfill money of Insurable value of the buildings such such sum he greiter than the to any grealer extent than such such Insurance shalf not be requilred the same whall be lese lhun the Imanie value, and if nad whenerer riguire such Insurance to the fullirable value the mortgagee may prejudice to the foregoing ata fuif insurable value. And (without

## MOHTGAGES

the morthigee may require any insurance of the sald hnifiding ta be enneelled und a new laxurance cffered in an offeo th be named hy him or them anil uino may of blan ne thele awn accord effect or maln tuln any tosuraace hereln provided for and any amount paid by hlm or them therefore shuli be fortbrith payable to blm and them with Interest nt the rate nfuresaid by the martgagar, and aball be a charge upon the fand.

Ann the nald mortgngor docs relenne to the shid martgagee ail his claims upon the said lands, subject to the mald provino. The sald mortmamor eavenants with the sald mortgagee that he will keep the aald lands and the bulldinge and lmprovements thereon in good condition und repair, according to the anture and deceriptlon thereof, reapectiveIy, and that in cuse of negleet to do sa or if the mortaggor ar thase ('inaming under film commit any aet of waste on the sald fands or make difault an to any of the covenunta or provinoes hereln contained the principmif athy geemred ahall at the option of tha mortgagee forthwith become due nad payable and in default of payment the powers of sale hereloy siven mily be exercised.
Ann the mortgngee may froin time to tlme make sueb repaira as they min deem requlalte or proper, und the amount thereof shall be added to the prinelpal and lear interest at the sald rate and shall be forthwlth payable.

I'rovined that the sald mortgagee on default of payment for ane month miy on one month's notice enter on and lease ar self the nald lazds. Ind provited nlso that in case defanlt be made in payment of eltber priuclimis or interest for three months after any payment of elther falls die the sand powers of enterlag and leasligg or selting or any of thom may be ueted upon without uny natice. And a!no tbst any contract of snie made under the sald power may be varled or rescladed. Anct also that the sald mortangee may buy to and risell the sald lands or noy part thereof without beling reaponsible for any loks or deficiency on resale ar expense therety incurred. Iroviled thut any such sale muy be eft her by publle auctian or private ale nid elther tor cush or cy eredit or part cash and part credft and at such ale the whale or any part ar parts af the and lands may be sold.
fonovinen that the mortagee may dlatraln for arrears of interest. Irroylded that the martgagee may distrala for arrears of prinelpal in the sume manner as if the same were arreary of intereat; provided that in defanit of the puyment af the interest (or uny psif af the prinelsul) herely secured the princlpat herehy secured shali become paynite.

I'nowiden that the herelniefore mentioned notice of exereise af power of sale or fense, or elther, may be effectually glven elther by leaving the sume with a grown up person on the mortgeged premisen, If occupled, or platigy the same on some portion thereof if unoceupled, or at the option of the sald mortgngee, by pulilahlag the anme twlee in nome newapaper puhilished in the Collaty in whleh the sald lands are sttuste, and that anch notlce shati he suffichant though not addressed to any person or peranos by name or denjanation and notwithatanding any person or persons to be nffeeted thereby may be unknown, unaspertained, or under disabillty and un any bale time for payment

## MORTCAGES

maty be given and apecial condlilons may be madr, and the coats of any ahortive sale shall become a charge upon the lands, und the mortanger anay tack them to the raortugge debt.
l'aovided that the purchaser thall in no case be bound to ateertain that the default has bappened under which the mortgager claims to lesme or sell and that the remedy of the mortmagor ahall be in fected.

I'ruvimen that until default of payment the mortgagor mall huyr qulet possemsion of the rald landa,

AND the mortgagor hereby attorna to the mortgagee and becomen tenant of the sald lands during the term of this mortange at a rent equivalent to and payoble st the watae days and timen ay the pay. meals of Interest are hereinbetore agreed to be pald, such reat when the paid to be In ratisfaction of such payments of Interwist. Irovided the mortgagee may In default of payment or breach of any of the covenants bereinlefore contained, cater on the sald lands and determine ir is herely crealed without notice.
hereafter ratatlag or to mortgagre may satiaty any chargn now or the amount so paid shall be or he clalmed upon the kald landx, and bear interest at the same ratadid to the debt hereby accured and mortgagor to the mortgagee, and in defoult ofthwith payable by the sum hercliy wrcured aball beeome defoult of payment the jrinclual herchy piven may be exerelsed forthwabic and the powers of sale the even: of the mortgagee entorthwith withoit any notire, And in out of the money advanced on thing any auch ebarge or clatm eliher shall be catitled to all the cquitia secility or otherwise he or they peraons so paid off, and are hereby and mecurlties of the person or charge thereof without regiatration for authorized to retain any disIf they think fit to do mo.

Ano it in agaeed and
which the mortgaged lands declaazn that in every part or lot into ahall stand charged with are or may herrafter be divided does und an person shall have any right to of the moneys berehy secured und apportioned upon or in resph to reguire the mortgage moneys to the mortgagee may discharga any part ory such party or lots, ond the mortgaged lands for such conart or parta from thae to time of the proper or without consideration, if he ar he or they whall lalak dlacharge shall diminish or prith lande remaining undischarged profudice thls aecurity as againat the

Ann also it ia agargen or as agalnat any person whomonever. thereof be not pald at maturity the the sald priacipal or any purt to pay the same cxrept after mertgagor ahall not be at Hibrity mortagare or upon the payment of thonths aotice in writiag to the such notice, and in the event of tbree months' interest in lleis of vislona of this mortgage a bonu ale or foreclosure under the proadded to the mortgage debt.

Ann it is further deciared and agreed that whenever throughout this Indentore the mortgagor or mortgagee is mentioned or reffrrid to, auch meation or reference shall be deemed to extend to and Include

## MORTGAGES

 sngec, reapectively.

Jaxza Johmsox.
[Heal.]
Janr Jame Juhnson. I Monj.l thelr hande and seals.
Signed, Bealed and Dellvered
In tho premence of
John F, Wilaos.
Colenty of Rant.
To Wir:
I, John F. Wilmon, of the Viliage of Ancaster, In the County of Brant, Clerk, make oath and say:

1. That I wal perionally prement and did ace the within Instru. ment and Dupileate thereof duly signed, meaied aud executed by James Johneon and Mary Jane Johacon, two of the partien thereto.
2. That the mald Inatrument and Dupliente were execulerl hy the sald partlen it the village of Ancaster, of eald Township of Ancuater.
3. That I know the maid partlem.
4. That $I$ am a mbecrlbing witness to the wald Inntrumbut and Duplleate.

Sworn to hefore me at tho village of Ancaster, in the Connty of Brant, thia Brat day of June, In the year of our Lord, 1913.

Joirs li, Wilisinn.
A Comminsioner for taking Amdavita, cte
(Where mortgagor fs unmarrled the foliowing deciaration must be added to mortgage.)

County of Brant,
To Wit:
I. James Johneon, of the Viliage of Anctater, In the Counly of Brant, do eolemniy declare that 1 wan at the tlme of the exicution by me $\mathfrak{o f}$ the within Instrument unmarricd. And I make lhin solrmn deciaration eonaclentiously believing it to be true and kuowlug t.at it in of the came force and effect as if made under oath and by virtue of the Canada Evidence Act

Dechamen before me at the viliage of Ancaster in the Couuty of Brant thln frat day of June, 1013

A Commisaioner, ete.

## Form of Seed Grain Mortgage

(For I'rovince of Manltoha)
Tilis Indextcaz, made (In duplicate) the fourth day of August, one thousand nine hundred and thirteen, between James Mion, of the Townmitp of ..........., Mstriet of ..........., in the Irovlace of Manitoba, herelnafter called the Mortgagor of the first part, and Arthur Scovilie, of sald townshlp, hercinafter calied the Mortgageo of the second part.

Witneasetil that the Mortgagor for and In consideration of Five Thousand Doliara of lawful money of Caniada to him In hand weli

## MOntoAGEg

and truly pald by the Nortganey for the payment of the purchace price of ared grala, at or before the moenling and dellivery of thene
 barkularid, mold and nangened and by theme lerespatm forit fanct, burxuln, mell mad awnlgn the mald sinrtgakee, his "xecutorm, ddminimtratory and undign All and Singitas the cropm arowidg or th bro grown durlng the year A. I). 141t, on the .... of Nection ......... In the ........ Townsblp, and ......... Itanse .........
 ..... neren of (here jnmert demeription)

Tint the Nortgngor purehameal from the Mortgagee
bunbeln of ...... at ...... centn ber bumbel und ................ of ........ at ...... cents per bumbol and ...... bunhela ........ nt ...... ernts per bushel on ...... the ...... 1013.

To llave an Hobi dil and aingliak the cropis now growinn


I'rovided alway and thase Fonita: dition that if the vorta these presents are illon tbla exprens con rallise to be pald unto the Mortente whall wrill and truly pay or Jollars with Intereat at the rate of ae fulf sum of Five Thoumanal much prins-ljal money hereby mecured ave per eent. per annillo on wo matn unpold till the who of the permall from time to thme repald (whether at or affer maturity prinelpal uioney and Interest ls thercof) un follown:
Or whall well and truly pay
rombenory wotes bearing pton ar cause tn be pald $\qquad$ certaln gngor to the sald Mortgagee payable $\qquad$ by the mald Mort gazor to the sald Mort $\qquad$ Doil........... after the date the rate of five per cent, per ennumbre with interent thereon at cause to be pald all renewal or reacwals of the wald natruly pay or matioring within the perlod of twn years from the antory note whether for the whole sum or any paty yenrs from the date hireof. at the rato aforewnld ; whel glven and recelved as collateral, securlty for mole or notes were hureloy suenred

Then thes talned whall cense, and and every matter nad thing heroln conand furposem anythlag beroli ie and be utterly vold to all Intents anywles notwlthatandiaz:

Ann the Mortgagor shatl and will worrant and forever defend by these I'remint all and sisciciar the cropm aforesald unto the anld Mortgagee agalnst the Mortgagor and agalnst all and every other permin or permons whomsoever.

Anb the Mortgagor doth bereby forfinant, raomise and agree to and WIth the Mortgagee that the Mortgagor shall nad will well and truly pay or cause to be pald anto the Mortgagee the sald sum of money in the nbove proviso mentloned with interest for the anme an nforesild on the day and time and in the manner ubove flmited for
the payment thereof;

## MORTGAGEA

AMD ALEO IN CAEF DEFACLT AHALE 日E MADE IN THE BAYMENT Of the anld auma of moncy In the nuid proviso mentloned or of the Intereat thereun or uny jart thereuf or in case tho Jortigugur whali attempt to dixposs of or in any way purt with the poxmemaion of the mald erojm or any of them or to remove the eatuce or noy part thereof aut af tae liegintration Lintriet of $\qquad$ or sulfer or orrmit the same to be medard or iaken In exeruilon without the conrint of the Nartgasor to such anfe, removal st dispowal thercof drat bid and chtaincal In writisis or in came the Nortangor mianis intucond or attempt to ahncond from or leave the muld J'rovinco of Maultoba; or In rame the waid Bartsagere ferin unanfe or inderure or dowis the crope aforeanid in danger of belag nold or remorid: or upon the famen af any Writ of Summona or hintraunt of c'bilat for if mon'y dimand againat the afd Mortgagar or the lesine of any writ or writs of executlon opon any Judgment arainat the said Mortangur ur upon the seluare of the eropn aforiwald or any jart liervof under any wuch
 arlaing out of the innd and preminin upon whleh are situnto and lying the crope afonewld at any time during the currobey of this Mortgage or any redewal therew. at least six days before the anme hall become duc: or upon the Imaue of any warrant of dintrios for wald rent, or on the tailure to Inmure or kerp Inmured the crojs aforeand within the meaning and provisionn of this Jndenture, or upod the abandonmeut af the eropn aforemald or any part thereof, or upon the makjng of any ambignment for the beneft of eredltorn; or upon the arrest of auld Jortgagor on any eriminal cliarge, or the lame of any writ of "caplan," or attuchment against the sald Jortgagor or In case default shail be madn in the performance of any of the covenant by the and Jortguror in thene presenta contaland and wo often an the vald events or any of them may happen.

Turn and in every uach case it shali and moy be lawful for the Martgagee with bje or their servant or mervanta and with mach other aealotant or asoivtanti as he may require at any time during the day to enter Into and ppon any lands, temements, houmes and premines wheresocver and whatsocver where the cropn nforcand or any part thereof may be and for auch person or persons to break nod foree open any door, locks, bare, bolts, fastenings, hingeg, patex, fence, bouses, buildjags, enclosure and placen for the purpone of taking posscsalon of or remoring the rrops aforesuld, ind if the erops aforesald bave not matured at the time of taking posgession as aforewald, then the Mortgagee mhail be at liberty to remain in possersioa of the wald premlacs untli the erops aforesald liave matired and been converted Into nartictable form and sold.

IND ujoD und from and after the taking possesslon of much erops an uforemaid It shail and may he lawful and the Mortgagee ls bereby autharlzed and empowred to arll the erops nforemald or any of them of any part thureof at publle auction or by prlsate waie as to him may seem meet: AND from ami out of the proceeds of Euch sale in the first place to pay and relmburse blmself ail sucit sum or sums of money as may tica be due or owing and accrulng due b; virtue of these I'resents and all such expenses as may bave heen ineurred

## NOHTOAUES

hy the Jortanger in conmequeace of much definilt, arglect or fallure

 urialect, fallure or abmemilng as above mentlonerl, and in the next fict to puy uato the Mortguger all sur'h marplun ua maly rematn after whith sule ant after payment of all widh aut or mume of moncy and

 al 1 . 11

 - 1-1 1111 fal $\mid$ | ment of the wall sum of mones, with interent




 A. wes realton uuder any such mulo an atore that in enme the mum
 that the Mortgagor, whall and witl iot dur at the tlma of nurh sale unte the slortgagec all sul thereon, as may then be remulalag or simm of money Wlth lateremt

Anb the Bortgagor dolh patt the il the cropn nforcmatd hy dellvering to him thage in full jummention of thin jadenture, in the name
Asib the sorteapor



 Jollara, and will pny fomp, as the mume become over to the Sortgagee the polley or poidemand, awslinn uad deljuer thereto appertalning:

I'huthest that on default of payment of auld trembum or mums of money hy the Jortgagor the Mortgnger may pay the aname and sinch sum or gums of money whall, be added to the debt therehy necurcit (and whall bur laterest at the mame rate from the duy of auch puy. ment) and whall be repayabie wlth the prtactpal amm herely securiv.
And It in forthre agreed that intorest in arroar whall ltwelf bear Interent at the rate nforemald, comtrounded hali yenrly from due date till artons myment.

Inowiovid that the gtving and taktag of thls Mortgage shafl in no Wher burge or effect uny other wecurity or securllies that may have been or may herplafter be glven in rimpinct of salat sum or any part theribl: or Jmpulr or effect uny mach securlty or necurltem or any rematy or any part threon.
trovinhe that sucb securlty or securltlen shall all mature and berome due and payable wthln two yenrs from the date hereof; and

## MORTGAGES

Provided further, that in cuse such security or securlthen have been or may hereafter he glven, the payment of the same shali be conaldered pnyment "pro tanto" of this Mortgage
l'hovined that the Mortgagor, his heirs, executors, administrators and assigns, nre and shafl be bound by the covenants and stipmiations herein contnined, and the wenefl of every covenant or sthrulution herifif contulned on the part of the Mortgagor shali enure to, and every power herela contained miny be exerelmed by the helrs, executors, administrntors, nucnessers or ussigns of the Hortgugec und usalnst the beirs, executors, administrators and ussigns of the 3ortgagor und that all covenants herein contalned are to be construed as both joint und severnl.

Ir is also agreed, wherever the singular and the maseuine are used throughout this indenturc, the same shinti be construed us meanIng the plural $o_{i}$ the feminine whero the context or the purttes hereunto so require.

In Witness Wiemeof the I'artics to these l'resents huve hercunto set thejr hands nad seul.

$$
\begin{aligned}
& \text { James Dixon. } \\
& \text { Aztilia Scuville. } \\
& \text { [seal.] } \\
& \text { [seabed, Sealen axn Deliveaen in the presence of }
\end{aligned}
$$

John ILabribon.
Canada, I'rovince of Manltoba, to-wit: I, Arthur Scoville, of the Township of ..........., in the Irovince of Munitoba, the Mortange In the forcgoing Bill of Sale by way of Mortgnge named, make onth and say:

That .......... the Mortgagor in the forcgolng Bill of Snle by way of Mortgage named fa justly and truly Indebted to the deponset, ............., the Mortgagee thereln named, in the sum of Five Thousand Doliars numtioned therein.

That the said BHil of Sale by way of Mortgage wis exceuted in good falth to sccure the purchase price of seed aruin nad for the express purpose of securing payment of the moncy 80 justly due or accruing due as uforesald, and not for the purpose of protecting the crops mentloned in the aald Bill of Sale by way of Mortgage agninst the creditors of the sald James Nixon, the Mortgagor thereln numed, or preventing the ereditors of such Mortgagor from obtaining paymeut of any clalm apainst $\qquad$ the sald Mortgagor.
That the Mortgagor purchased the need grain mentloaed ta the chattel mortgage hireln on the ...... day of $\qquad$
Tinst the sald grain purchased by the Mortgagor conmlsted of bushe. bushels of ...... nt ...... cents per hushel and

Swume... ... at $\ldots$.... eents per bushel
A Mintolure me nt the Township of ............. In the I'rovinec of Minitolu, this fourth day of Allgust. A. D. 1013.

## A Commissloner for taktog Amidavits in

davits in 13. R., ete.
I, John Harrinon of
of Maniteba, make oath and sny:
That I was personaliy present and did see the within Bili of Sale

## moidtadges

ly way of Mortgage duly signed mealed and delivered by James Dixon and Arflur Nowille, the partles thereto, and that i know the sold purtins and that the name John Liarrison set and sulsereriburl ns a witness to the excention therrof ls of the proper handwriting of me, this tepmenat, and that the same wins expecuted at the
of .............. in the Irovince of Manitobn
Swous lx-fore me at the .......... of .....
of Manitoba, this fourth dny of Algust, I. D. 1018

## A Commisioner for taking Afldavits in IB. R., ete.

## Form of Chattel Mortgage-Live Stock

(The Provlace of Snakntchewna)
Tuis lnientrif, made (In dupileate) the arst day of Eeptember in the year of our Lord oue thousand nine hundred and thirtern hetween Namber! Johnson, of the Townshlp of .............. nnt Bager.... l'rovince of Sishatelawan, heroinafter called the Mortgagor of the first part, and Whliam Gienn, uf anfl Township, herelnafter culled the Mortgagee of the sicond part.

Witsinsmetin that the Mortgagor for and in consideration of Tbree Thonsand Doilars of lawfid money of Conadn to him in hand well and truls pald by the Mortgagese nt or before the seniling and delfivery of these Presents (the recelpt whereof is herely neknowledged) Liatif granted, bargalned, sold and uswigned, nod hy these l'resinte motit grant, bargaln, sell and nsslign unto the Mortgagee, ali. and singellar, live stock, partlcuintig deseribed as follows, that is to sizy: (ifire give description of live stock.)
nll of whach sald live atock are now int the possession of the sald Mortgagor and are sitmate, lying or lieing unon or about the follow. lng land and premises, that is to say: (licre give location of live
stock.)

Ant
 the day of she mentioned and deseribult, whether born or unborn on tleme when such lnerenee preseats. and dx well nflur as lurfore the and uatll these l'risents ares the mother for nirtire so long as shall It so demnnded by the sy fing on and satisinud, wheh Incrensi at liss own expmune and clarge ne way be brinded ly the Mortgagor In difaidt of whleh the viortmaree may do the same the Mortgage cost and expense ocensloned thereby to the prinetme and add the by thex presents.
 ewry despriptlon wheh taty hecenfter daring the curreney of these I'resents and watl the watle are fully pudal of and watisfied. be at ony theme puri hased or got hy the Mortangor and in hisp possouston upon or almot the aforesild dands and prenteses, or bromblit thereon, elther in nddition to, iu rinewal of, or in substitutlon for any of the aforesald live stock

And also, nay and all live stock, hereafter purchased or aequired

## MORTGAGES

by the aiortgngor durlas the ellurency of theme presents or any renewni or renewalk dictuor

To mine and to hodd alle and singllak the said live stock, unto the Mortgage to Thl: ONLS likuper fink AN? HRHOOF of the mald Mortgagee, furgyea
lomoliten always that these lrewints are upon this express conditlon tbat if the Mortgagor doth and shall well and truly pay or calise to be pald unto the Sorterger, thi full sum of Three Thousand bolinrs; with interest for the name ut the rate of five per centum per annimin in the following mantur, that ls to say: (llere give terms of payment.)

It belng mutually agrerd that the sald rate of Interest is to be fald by the Mortgigor on tbe princlpal kum hereby secured and on any sum whleh may be nulded to wuch prineipal sum or become part of the delet hereby necured hy virtue uf these' iresonts as well after as lofere maturity of the principni sim berohy secured.

THEN THEsE prespaxs and every matter nud thing thereln contahed sball cease, detorialne and be utteriy vold to all Intents and parposes, ansthing lereln contulad to the contrury thereof In abg. whe notwlthestandinir:

Ann It In herety ngreed that in case default shall be made in payment of any sum to beconie duc for laterest it any tlme appolated for payment therenf as nforesald, compound literest alanll le payabie, and the sum in arrear for laterest from tlme to thme shall bear interest at the same rate as the princlpal monery secured by these rresents, and in ease the interest and compound interest are not unld in ........ month from the tlime of default arrest shall be made and compound Intercest shall be payabte on the nggregate amount then due and so on from 11 me to tinse, and all such interest and compound interest shatl be a charge on the satd IVe stock

Ann the Mortgagor for himsulf shall and will warrant and forever defend by thene lrosents all and singelar the sald live stock, unto the ......... Mortgngee, agalnst ........... the Morthagor, soever.

Inn the Mortgagor
doth hereloy for himself, hls executors and adminlatrators, covenant, fromise and agage to and with the Mortcagee that the Mortgagor or some one of them shall and will well and truly nay or cause to br pald unto the Mortgagee the sald ana of money in the atoove proviso mentioned, whth laterest for the same as aforesald, on the dily and time and in the manner above llmited for
 tie parment of the sild sum of money in the sald proviso mentloned, or of the interest thereon or any part thereof, or in case the siortgagor shall attempt to sell or dispenco nf. or la any way part with tbi possession of the sald Ilve stock, or any of thens, or to remove the same or any part thercof, out of the lergistration Dlatrlet of ........... or wiffer or permit the same to lee selized or taken in exicutlon, without the consent of the Mortgagee to sueh sale, remowal or disposal thereuf tirst had and obtnined in writing, or in case the sald Mortgagor shall suffer, allow or permit il Judgment to be obtalned agalnst

## MORTGAGES

him for in dabt or dumagrs in huy conrt of law or aymity, or shall suffer, allow or permit uny thxew, ratex, dutles or usmesmuents, what soperf, for whill he now lx , or hereafter during the currency of these
 period of miven ding, after demand lawfully mode lherefor by the proper oflier in that belmif., or in case the snif Mortgngor whall full to giny the rent. If ang; arlsing out of the land and premlares upon wheh are sltuate and lying the sald live stock at any thine durlag the curreney uf thess fresents, six days at lenst before the same shail become dise or in cuse the sald live stock or uny part thereof shali breome Habld to selzure in any way by virtue of section 18 of the chontel Mortage Act, or any amendment or amendmenta thereto, or fu cunc the Mortangee should nt any the daring the chrring's of these fresputs, drem hamself or themsedyry unsaff, so far as the security of thres tresenth is concerned, of which contlogency the Mortgagere shall be the sole Judke, or in cake defmilt be made in the performunce of any of the covinants liy the Mortgagor in thewe frysente contaized.
futix and in nay und every such case, the full nmount of prineipal, interrst and ary other suma which may be added to the same by virtue of the provisions hereof, slali forthwith become due and payable and it sball and may be lawfus for the Mortgagee, ly dimself or themselves or by or with his or thelr servant or servants, and with such other asslatant or nisslstants as he or they may require, at any time during the day to enter in and upon ans inndx, tonements, houses and promises wheresopver and whatsoevir where the sald live stock or nay part thercof may be, and for such person to break and forec open any doors, locks, bark, bolts, fastenings, hinges, ghtes, fencer, houses, buildings, enclosurrs and placea for the par pose of taklug possesslon of and remoring the sald Hre stock: ANA upon and from und after taking possegsion of wald Ife stock it shimll and may be lawful, nud the Mortgagee, and ench or ang of them. Is and ure berely anthorized and empowered at his or their diserethon to sill the sald live stock or any of them at pubilic auction or privatic sille on the premises herelnbefore degcritied or cisewhere as to h or them, or any of them may seem meet; ann from and out himself or preds of such gnfe in the flrst place to pay nod relmburse be dar by wemsires all such sum and sums of money as may then cluding the costs (these rrespnts, and all costs and expensins (lnmay hare then soltitor of the Mortgagee, as defaut, neglect or fed hy the Mortangee, in consequence uf the sald sum of pupy withe of the Mortgafor in puyment of the consequence of such eith inturest thercon as above mentloned or fu siofnence of fouling in or removal as bore mentioned, or in conagremmots heretn formad und k.pt. and in the and on one Mortgagur mart to be per nll such surpias as max remain ofture to pay moto the Mortgugor all will sin'o or sums of mones and finch sinle and after payment of by virtur of these presents at the the thereon as may be due payment of the costs, charges and erme of sibh aelsure and after nad salo as aforegald; and the Mortgiser lturred by such gelzure

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## MOHTGAGEs

covenant, rrumise and manee to mal with the Mortgagee, that in case the sum of monfy reallzed under shedi sale ns alose maniloned whali not be suffictent to pay the whole amount due at thr tlme of sueh Eale ; that the Mortgagor shall and will forthwith pay or cmuse to be patd unto the Mortangee, all surh sum or sums of money with laterest threon as may then be remalalng due: as well also as all costs and expenses tbat may have been lacurred by the Mortgagee in and about such solzure nad sale,

1'buviafd that the Mortgagiu tans in defalate of payment of ans of the payments of interest or lastallmeats herelnbefore mentloned, or any mart thereof, distraln for the whole or any part of the prin. cipal sum then linpald, and the whole or any part of the Interext tben unpadd, or for either prlacjpal or Interest then uapald, as for rent reserved nader $n$ tease.
l'rotided nevertheless that it shall not $1 \mathbf{r}$ incumbent on the sortgagee to sell and dilypose of the sald lise stork, but that in case of defnult la payment of the sum of money, with Interest thereon as aforesald, it shall and may be lnwful for the Mortgagee, peaceably and quletly to have, hold, ume, bcelpy, possess and enjoy the kald Ife stock wlthout the lit, molestation, evictlon, blndrance or interrnption of .........., the Mortgagor, his asilgas and admlalg. trators or any of them or nay jerson whomsoever:

Ana the Mortgagor doth put the Mortgagee in full possegslon of the aald llve atock hy dellrering to him these preseats in the name of all the sald ilve stock int the senling and dellvery hereof: l'ru. vided alwiss, and it in hereby agreed that the Mortgagor will during such perlod or perlodn (dualng the eurrency of these l'resents Mortgagee or renewals, extenslon or extensluns hereof that the hold the same na permit him to have possession of sald Hve stoch) Mortgagee. baine in trust excluslvely for the beaefit of the
l'rovidea further nad it 18 agreed that the glving nad taking of thly Mortgage shall in no wlse merge or affect any other security or seeurlties that may have been, or that may hereafter be given in respect of sald sum scenred by these I'resents or any part thereof, of impalr or affeet any such secmrits or securlties ar any remedy hercon, and all rights or remfales which the Mortgagee now has or may hereafter have nyalnat any person or persons are herehy reserved. Irovided further and it is agreed that if the Mortgagee shall deem it necessary to pay any Incumbrance, llun or cletm tbat may be agalast the sald jlve atock or any of them, or any Judgmeat or exeeutlon extant against sadd Mortmagor or any taxes, rents, dutles or rents not pald as harelabefore provided, then and in every such case he or they may do so, and nay sum or sums of monry so pald, tugether with all costs, charges and expenses Ineurred in counection therewlth, shall br adderl to the dobt larreby sceured (and *hall benr interest at the same male from the day of sueli payment) a d shall be repagable with the principal simm herely secured und the sald live stock shall stand elarged with such sums of money so pald.

Ana the Mortgagor Covenants with the Mortgagee that he

## MOLTMiges

Will during the contlaunaec of thid mortgage and any and every renewni therrof inst:as the we atoce berembefure mentloned agailast lovs or damage hy are or aceldent in some Insurunce office, to be approved bs the Mortgagee in the sum of not less than Three Thousund Dollary and will pay nil jrembums and moneys nereessary for that purpose turee cinys at lenst hefore the same slanll become duc, and will on demand asslinn and delliver uver to the sald Mort. gagee the pelley or polledes of lasurance and recelpts thereto
appertuining. mlum or sums of mones that on default of payment of suld prepay the same, or may thy the Mortgagor the Mortyagee may premsums, and such sumss of in anotber Company and pmy the berellg secured (and shatl bear uoncy sumild le added to the delet das of such payment) and shmill be reve the same rate from the sald lise stock, shall stand (harged repayable forthwitt, und the inforesald. (harged with the rempinent thereof as Axis it
that these I'resents sunaly istralory and assigns of the mard cxtend to the executurs, adminpressly mentioned thereln. partles hereto rexpectively as if ex-
12. is also agreed, where throughout thls Indenture, the Blaguiar or the masculine is used the plural or the feminine where same shall be construed as meaning解
In Witness Wheazof, the parthes to these Presents bave bereunto set their bands and seals.

> Sancele Junnow.
> Whlias Glens.
> [seal.]
> [seal.]

Signed, Sealed and delineaed in the presence of
Joins ilennaix.
Canada, Irownce of Saskatchewan, to-wit:

1. Willam Elenn, of the Township of .
 Mortgage named mulke onth and say: that ser of sale ly way of kagor, in the forcgoing hill of Sale That ssmuel Jobnson, the MortIs justly and truly indebted to this Hortangee thereln named, In the sum deponent, Willane Glenn, the
 was "xecuted in rood falth and for the Safe by wny of Mortgake the payment of the money so fortly express purpose of securlag sald und not for the purpowo justly dne or accrulng due as aforeIn the Bill of Sals. ty wase of protecting the lise stoek mentioncd sald Samucl Johnson, tite or Sortgage against the creditors of the lag the creviltors of suct Mortgagor therela named, or of prevent. clalm aguinst the sald Mortgagar from obtulning payment of nay Swory hefure yp it thengor
of Saskatchewan, thils first day of \&i. of $\ldots \ldots . .$. in the Irovince
A Commissloner for taking aflldavits in and for the Saskatchewan.

## MOHTGAGEs

Canada, I'roviace of Saskatchewna, tu.wit:

1. Samuel Johnson, of the Township of In the Proviace of Saskatehewia, the within named Mlortgagor do melemals dectare that my name ad surname are both correctly njelleal in the within Jortgage and 1 am curreety deneribed therein, I am now nbwolutely, and in my sole and exclusive rlybt the owner and ponsensor of the goods and chattela mentloned and deweribed In the within chattel mortgage.
2. The mald goods and chattels are correetly deserilied in mald Mortgage nod are nuw all in good condition and repoir and are worth todny at feast Thrie Thousand Iollars in canh
3. That bay Inhilities in all do not exceed One IIundred Iholiara,
4. There in no nortgage, liypothec, Hen or cinim of any holnd or unture adverse to my rights, of, mion or ugalnst sulu boods or cbattels, or any portion of thrm, save the within mortiage, a ad no tases or rent are dne on the lands and premisey on whlels sald goods and chattels or agy of them nee sltuate
i. There is no judgment or execution of any kind now la force or cxtant against me. I clalau the suld chattels, or such portion thereof as may properly be so clatmed as exempt from selzure, under any uxecution or other process of any court: and I will no clatm them untll such mortuage ls fully pald and satistled. I under take to pay the sald mortgane according to the tenor thereof, and not to sell, exchanse or atherwlse dixpose of any of the chattels therela described without the coaseat in writing of the Mortgagee thereln mentioned until the sald Mortgage and finterest are filly paid.
5. I mu over twenty one years of age.
i. I make the above statements (among others) with the Intent and for the express purpose of Inducing the within named Mortgagee to advance the within aamed sum on the security of sald Jortgage.

And I make this solemn declaration, conecteatiously helleving It to lre truc and kaowing that it is of the same foree and effect ns If made under onth and by virtue of The Cannda Fividence Act 1803.

Declamen before me nt the
f......... , in the Irovince of Snskatchewan, this first day of September, in the year of out lord 1013.
A Commissloner for taklag Amdavitg in and Riciasm Rice, Saskatchewan.
Canada, I'rovince of Saskatchewan, to-wit:

1. Jolin Ifendris, of the Township of ............. in the Proviace of Naskntcbewan, make onth and may:

Thit I was personnlly present and did sfe the witbin IIII of Sale by miay of Nortinnge duly slgned, scaled aad d+ifered by Sam. uel Johnoon aad WIIliam Glenn, the parthes thereto, and that the name John flendrix set and subacribed as a witnesg to the execu. tion thereof is of the propur handwritlag of me tbis deponent, and that the same was exceuted at the Township of ........... in the sald Eroviace of Saskatchewan.

## TIIE TORRENS BYSTEM

8Finin before me at fevina, in the l'rovinee of Saskatehewan thls firxt day of Eeptember, A. D. 1013.
a Commlynioner for taking Amdavits, ete., in nod for the Province of Snykatchewan.

## THE TORRENS LAND TITLES SYETEM

The chlef feature of thla aystem of land traanfer, which was ifinnally drawa up ly Sir Rohert Torrens In 18.37 and Intromened in fionth Australls. Is the provision for the guaranty by the Govrinment of all duly reglatered land tltles. The delay and expease necosmary tol the tranafir of real eatate bad become exceedingly vexntluas on arcount of the chaln of title to property baving become lonin drawn ont and Involved. Vinder the older asstem the aeller la obliged to furnlal the purchaser wlth an nbstract or a guarantee pollcy from nn eatablished tlle and trust company. And even then, to be perfectly safe. It uaualiy is necessary to have n barrinter or solleltor pass on the tltie. Linder the Torrens System all this delay, expense and uncertainty is avolded. The pubile reglstrar at the Land Titles Office, after examination and approval of title, places the deacription of the property on the reglstration books, and Jssuea a certificate of ownership to the party eatitlece thereto, whlch oprrates as a Government guaranty that the tltle is perfect. The chlef virtue of thls system is the elmplicity and absoluteness of the title whlch is given The "certifiente of tltle" is nhaolute, and subject oniy to the condl tlons noted ispon It. If the register ahowe $n$ mortgage cancelled, it Is not necessary to examine the instruaent to see if it is in proper form, as the certificate which showa that It ta cancelled is absolute and the duty Js upon the reglstrar alone to see that the release is in proper form. All mortgages or vaild llens munt be noted on the register and on the certficate, nod no claim can defeat the title as shown on the register. Thus the title ls kept clear contlnualiy, and in examination of the page of the reglster contalining the tlitle of the last owaer la sufficlent to ohtaln all Information required to pass safely upon the title.

Tiff certificates of title are lagued In duplleate, one beligg re talned In the Land Titles Office and the other glven to the owner. Clouds cannot be placed upon the tltle hy means of some other transfer madr under an error In description, because only the person legaliy authorized to make a conveyance can interfere with the titic. and before be can have the tltle transferred be must produce hla certlficate, whlch whll be cancelied. nnd another fasued, to the party ntlifed thereto, containlng the notation of all llens and mortengers.

Tif Torrens System Is In force In Alberta, Britlsh Columibn, Mant toba. Snskatchewan, portions of Ontarlo, and Northwest Territorles, It is reierred to as the "Land Tities Aet," and coples of the Aet and opproprlate forms for the several proviaces many he bad on applica. tion to the "Klog's Printer," Toronto, Winnepeg, etc.

## TIHE TOMRENS SYSTEM

## Form of Deed Under Torrens Syatem

1, Ifenry Jobnmon, of the eliy of Ottawn, In the Cnunty of Carleton, merchant, the regintered ownir of the fromold land rixistered In the offere of Linad Titlex nt Ottnwa, an purcel IDit, In the Reglinter for setton B, in conalderation of the sum of One Thousand Dollnrs buld to me, trannfer to Wlillam Nelson, of aald elty and county, tullor, the land herilnafter partlenhiriy deacribed, namely: All nad nlngular thal cortaln pureed or truct of land and premises sltuate, lylag nod belng in the elty of Ottawa, in the County of Carlelon, and belng componed of Lot number .. on the West slde of ....... strect, according to plan 500E, resistered In the office of Land Tltles of Ottnwa, belng the whole (or part) of the snld parcel.
( 18 morrled, add:
And I, Mnry Jnne Johnson, wife of the suld Henry Johnaon, berehy bar my dower in the anld land.)

Dated the .... day of ......., one thousand nlne hundred and

## WItnews:

Nathan Jones,
Menay Johnson.
(Mary Jane Johingen.) I. IIenry Johnson, the transferor named in the above transfer, make onth and may:

That I am of full ngo and unmarried (or, that the above nnmed Mary Jane Johnson is my wife, and we are loth ovir the nige of 21 years).

Sworn before me at the elty of Ottawn, in the Cointy of Carleton. ibla .... dny of ......., $10 \ldots$
A. R. a commdantoner, cle,

IIeniy Johnson.

## Form of Land Transfer Under Land Titles Acts of Saskatchewan and Alberta

1 there Insert nime of trntasfiror nad his realdence, profession, trade or ocenpation) bilng roglst+imd nwar of on estate (lngert here "In fee slmple in possesslol," or "at frichoid in posserston for my Iffe" or otherwlse as the crax mas remulte) subject, however, to much encutnbrances, ltras and Interists as are notlfed by memorandum underweltten or endorsed brroon, lnenll the plece or parerl of land known nid deserlbed ns follows: (here lnaert if appllenble, "part of," and deserlbe generilly the Crown Allotment, or otherwlae, necording to the certlfenti, of tllle, lnsert aren, if the Innd be part only, and n sumelent description to ldentlfy the land) do birehy, In consideration of the sum of \&. ..... puld to me by ......... (here losert name in full, addrews nad orvputlon or enlling of trinaferef), the recelpt of which sum 1 heroby acknowledge, transter to the suld Alal., nll may estnte and interest in the sald plece of land, (llere atalp righis of why, privileges, easemints, if noy. Intended to be conueycu along with the land, nad if the land dealt with contnins all includid in the original certlicate, refer therito for deacription of parcels and dlagrnms, otherwise set forth the boundaries and accompany li by a dlagram. Nention cncumbrance, If any,)

## TIE TORREN8 BYATEM

In Witnew whercof I havo suhacrlbed my name thly .... day of
sligned on the day above named by gald In premence of (Apprid following amdavit of witneme.) rovluce of ....... to-wit :
i, ........, of ....... In tho Province of
say :

1. That I was personally present and dad wee
in the within instrument, wiso in personally know ......... numith permon natued thereln, duly slen and amed therefn.
II. That tho name wan exeeuted on the
.... day of of
That $1, \cdots$, and that 1 am the subserihing withers thereto. litif of the full age of twent know the sald ......... and be is in my Nworn before me at
day of ....... A. D. $10 \ldots$ in in indace of ...... thla ....
..........

## Form of Mortsage Under Torrens System

I, A. B., being reglatered as owner of an estate (bere glvo nature of Interent), sibtject, bowever, to guch encumbrancer, llens and in crent an are notifed hy memorandum underwritten for condorsed bere. on), of that piece of land (here glve deacription of land), part of .... Nectlon ...., Townshlp of $\ldots$.. range... . (or as the ease may refortentalning .... acres, be the same more or lens (berc state the lund, and if easements, if any, Intended to be conveycd along with oriolnul and if the land dealt with rontalina all Included in the otticrwise wet forth thereto for deacription of parcels and dagrams description wiltit in the uhual way of boundarles, and aceompany fars lent to me hy C D . In constderntion of the sum of .. .... dol. which sum $I$ do berefy acknowe insert disseription), and the receipt of

First, that I w.lli pay to ledse, covenant with the sald C. D. :
... dollars on the .... day of ......, A. D. 10..
Secondly. that $I$ will pay Interest on the said sum
..... on the dollar in the ycar, by equal payments on the .... day of ..... and on the .... day of ....... in every year.

Thirdly (here set forth spcelal covepants, if any).
Ind for the locter spcuring of the sald C. D., the repayment in gage to the sald C. D. principal sum and Interest. $I$ bereby mortscribed

In Witness whereof I have bercunto slgand my name this .... day of ....... 10.

Sluned by the above named A. B. In pregence of F F A. B.
(Insert memorandula of mortgages and encumbrancea.)

BLACK fox INDUETBY


THE HON. CRARLEB DALTON, The B'loneer in the Breeding of the Aliver Biack Fox in. I'rince Edward Juland.

## BLAOK FOX INDUSTRY

## (.ibridzed from Offlal Report of Canadisn Commiswion of Conserve tlon.)

Fer Fanninu is a new industry in Cannda, but its development lins been rapld. Aecording to the report of the Committeo on Fisherles, Game and Fur-Bearing Animais, pnblished in 1013 by tho Commiswion of Conservation of Natursi Resources, tho most remarkahle succesu has been nttained in breading silver nad other eolor phssen of the fox common to Fastern Cansda,

Locality.- Up to the present time the domestication of wild furlearing animals haa been practiced most extenslvely, and alxo most niccessfully, In the Harlime Provinces; but the Indusiry is davelopIng rapldy in Ontarlo and Quebec, while Isolated fur-farais ure to be found throughout the Weatern J'rovinces.
laices.-The hlack and dark silver akina from toxes produced on I'rince Fidward Islsnd tanches have rarely brought less than five humdred dollars each, nad frequently bring over two thousand dollars at Landon auction snles. The ploneer fox breeders have acgnired wealth In the business and thefr auccess has inspired their neighhors to engage in a similar line of work. Saturally the price of breeding stock, reaponding to the Incceased demand, has risen to many times the fur vnlue, so that the ownersbip of even $n$ pair of silver toxea is imposstible to the avernge farmer.

## black fox indtetty

Colforationn. Axd paztakabuiph with a total caplajlantlon of aeveral millions bave bern entabilabed for farmang the allver fox. A large proportlon of the Iahabltuntm of Irince Ldward Inland and a emaller propertlon of thome of New Brunswlek and Nova Ncotla have Invested thelr money, sometimen even mortgasing thilf property to buy stock In these enterprisen. Othera have attempted to breed furThus, In 1012 , more reqnire legn capltal for foundution atock, ported Into the Marltime Irovinoumand rad and hlue foxen were lasIng of fur-bearess, particularly in . The falth cxblbited in the breed. prices there atove thone obtained in any Edward Injand, han adsanced

THe hum ratees for ture prevallag durinart of the world. why fur-farming has made such enpldag during recent years explain Thla la partleulnrly true of the of a high-grade black fox rangee from fox Industry. The fur vulate hut the dranuit for breculers bas been so


HoNeERs, - The placing of the foraty of brecdiag ntock. clal basis la due to the efforls of Charimingig Industry on a commer, and his former partaer, itobert 1., but now of l.Ittle shemokue $\mathbf{N}, \mathrm{B}$, formerly of Alberton, 1. E. about 1887 with red roxes whith be beption begun experltanting Later, be bousht two palrs of sllyer eept In II whed at Nall Jond, and from sinlleontl islind and anntinut hilghloring districla diferent mucersa for slout ten years Dinued hls experiments with In. also experiminting with sllver fore During that tlme. Oulton was Island, of which he was the sole Indabitarsilng his work on Savage the publle with the necessity of koplont. He managid to lmpreas hla pena, constructed within an outalde enclosure a guartureh, and aren, wore the modell for the present ayalem of rane a quartir acre in Oulton Jolned Intirenta in 1 Ros or thercabouta, and, togethry warkd out nuccisnfully the present forms of wire ent, and, together, worked bullt a ranth ut Tignish, atlli retaining a hale loterest in the Oulton ranch. Ite bousht nud sold sking and fall loterest in the Oulton sales for the distrtet. All Oulton's foxes were sold by Dalton, ts well as those of hls late purtnera, Jnmes Rnyner and others, thalton hata conlurted n geaemil correaponilenee with the fur trade, and Imported stork which proved of value for crossing.

The fux-bieninivu aetions of the plonerer breedera were kept from the publle, and as late ns 1010, not more than a dozen ranchas were aelling for foundalast blg sales of fur were made in thite yrur, nall So great is the demand years, from $\$ 3,600$ a palr to 815,000 of breeders leavie risin in two could not be obtalned at the last named thgure. Bore the best stock

Itanelling Jractice tivity in those proviniew in cinath legal to kcep fir-hearers in eapproviled for them, It is unlawful in where there is no rlose nenson fur-benters during the close season. it is provisoces to keep protected bencrers for rancblag purposes in the it is niso uninwfint to critich fiercept Irrince Edwurd Joland. Apparintly it is lawful in provinces ex-


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## BLACK FOX INDUSTRY

and Quehec to bold the naimais during the close season, provided they have been causht in the open season, or brought from a point ontside the province. In ail the other provinces, no rnnching can he legally done without a permit from the provincial depnetment charged with the carc of game and fur-bearing animais.

Tile amount of capital requiagd to finance n rnach contnining even three or four pairs of foxes, Invoives the organlzation of compandes or extensive partnerships among peoplo whose experience and location are sutabic for fos-rasching. In the antumn of 1012, at icast $\$ 0.0000$ was requircd to build, equip and stock a ranch in Prince Edward isfand with five pairs of Arst-class stock. Many ranches have been equipped for less money, but elther cheaper widd or unselected stock irom Newfoundinnd or clsewhere was purchased, or options bad ben taken at an enriler date on pups for delivery at that time.

Tine silvea fox innustay is centered alout the following points : Aiberton, Summerside, Chariottetown and Montague, in Triace Edward Island; Fort Elgin in New Brunswick; Pinstrc Bay on the north shore of the Guif of St. Lawrence, Quebec elty in Quebec, and Wyoming in Ontario. An attempt was made to necure expert opinions from quaificd furriers as to the final value of siliver fox pelts when they are produced in as large numbers as those of red foxes nrs now,' The consensus of opinion was that hecause of lts greater beaty and more favored color, sliver fox fur would be three times as vaiunble as red fox, natural hiack furs not occurring commoniy in nature.

Because the silver fox has never been produced in conslderable numbers, it has been impossibie for furriers to carry n stock large enough to warrant advertising it and featuring its sale. it has been difficult to ohtain even two matched skins at onc snie. Under the new conditions, when thousands of skins may come on the market scason after scason, matching wili be easy, and the hest fur stores can carry in stock enough sliver fox to warrant the featuring of the stock.

Caution.-The promoter has cntered the field, and companies are bring flonted whose capitailzations are hased on present high prices and rosy specuiations of profits. Although there is ample basds for n sound industry in fox-farming, it is necessary that the general public should realize that the industry is lecoming a highly specuiative one, and that the individuai who puts his money in companies loaded with a heavy burden of capitalization assumes a risk.

## MORTGAGES

## CHATTEL MORTGAGES

A Chattel Mortgage is a mortgege of porsonal property. Persons sometimes desire to use their personal property es security and yet retein possesslon of it, es, for instance, furniture, machinery, tools, a lihrery, etc. This cen he done hy giving a chattel mortgege which is realiy a conditionel sele of the property, to the creditor, whose the property hecomes if the deht is not peld when due.

## Rnles Governing Chattel Mortgages

A chettel mortgege must in Ontario he wltnessed. The witness must make effidavit es to witnessing the signetures hefore a notary puhlic, a commissioner, or a justice of pesce. The lender, thet ls, the mortgagee, must elso make effidevit hefore one or other of such officers that the mortgege ls taken for e honafide deht end not for the purpose of defeeting the mortgagor's creditors.
As hetween the mortgegor and mortgagee, the mortgage hecomes effective es soon es it hes heen dellvered to the mortgegee, hut to he effective egainst third partles, It mnst he filed in the office of the County Court of the county in which the chattels ere situate within five deys of its execution; end to remain effective es ageingt third partles it must he renewed hy the filing of e renewel statement hy the mortgagee within the thirty deys preceding the annfversery eech year of the last flling of the mortgage or its renewel.

Similer rules are in effect in other provinces.
Mortgages mey he given to cover not only moneys heing advenced et the tlme of the signing of the mortgage, hut elso to cover future advances. They niey elso cover not only the chattels or stock $\ln$ ride in the premises at the time the mortgege is given, hut also any stock or chattels suhstituted therefor.

Mortgages ere frequently given as collateral security to promissory notes; given, for instance, hy a retell merchent to $e$ wholeseler et the time of the latter supplying oods to the former.
The wording of the mortgages veries to fit the requirements in eech cese.

The form commonly in use in Onterio is given ..creunder end from it can he seen the rights end ohligations of hoth
parties.

## MORTGAGES

## Chattel Mortgage with Power of Sale

This Indenture made (in dupllate) the tenth day of June, one thousand nine hundred and twelve.

Between John Smith of the Townehip of Beckwith, In the county of Lanark, Province of Ontario, yeoman, liei elnafter called the Mort gagor, of the first part: and Wm. Dunn, of the Townshlp of Beekwith, in the County of Lanark. Province of Ontario, yeoman, herelnafter cailed the Mortgages of the second part.
Witnesseth. That the diulgagor for and in consideration of Four Hundred Dollars of lawful money of Canada to hlm In hand well and truly pald by the Mortgagee at or before the sealling and de. livery of these Priants (the recelpt whereof is hereby achnowledged) hath granted, bargalned, sold and asslgned, and by thesc Presents doth grant, bargain, sell and assign unto the Mortgitgee, his executors, administratora and assigns all and singular the goods and chattels herstnafter particularly mentioned and described; that is to say:
(Here describe chattels and their location.)
To Have and to Hold, All and singular the said goods and chat tles hereby assigaed or intended to be assigned unto the sald Mort gagee of the second part, hls execitors, adminlstrators and assigns, forever, as his or their own proper gools and effects.

Provided, Always, and these Presents are upon this express condition, that if the Mortgagor, his executors or ndministratora do and shall well and truly pay or cause to be pald unto the Mortgagec, his executors, administrators or assigns the full sum of Four Hundred Dollars, wlth interest for the same at the rate of flve per cent per annum, on the tenth day of June, 1912, then these Presents shall be vold and every matter and thing herein contalned shall cease, determine and be utteriy vold to all intents and purposes anything hereln contained to the contrary thereof in anywise notwithstanding.

And the Mortgagor for himself, his executors and administrators, shall and will warrant and forever defend by these Presents all and singular the sald goods, chattels and property unto the Mortgagee. his executors, administrators and assigns against himself, the Mortgagor, his executors and auministritors, and ngainst all and every other person or persons whomsoever
(Here follows a declaration of Mortgagor, that he, his executors etc., agree to pay tive Mortgagee, his exccutors, etc., the sum of money as provided, with interest, and in default of payment or attempt to sell any part of the chattels the Mortgagee will have the right to enter premises of Mortgagor, seize and sell the chattels to eatisfy the mortoage.)
(A further stipulation provides that it shall not be incumbent upon the Mortgagee to sell the chattels, but if he desires he may retain peaceable possesston of same, or in the case of sale, if proceeds do not satisfy the mortgage, the Mortgagor is liable for tho deficiency.)

And the Mortgagor doth put the Mortgagee in the full possesslon of said goods and chattels by dellvering to hlm thls Indenture in the name of all the sald goods and chattcls at the sealing and dellvery hereof:

And the Mortgagor covenants with the Mortgagec that he wifi, during the continuance of thls mortgage and any and avery renewal thereof, insure the chattels hereinbefore mentloned against loss or damaga by fire in some insurance office (authorized to transact business In Canada) in the sum of not less than Four Hundred

## MORTGAGES

Dollars, and whll pay all premlums and moneys necessary for that dellver as the kame becomes due, and wlli on demand assign and to the sald Mortgagee, his executors and administratalning: Prowided policies of insurance and recefpts thereto apperor sums of money by the or administrators may pay the gor, the Mortgagee, hls exectitors sliull be added to the debt he same, and such sums of money ut the same rate frome hereby secured (und shall bear inturest repayable wlth the prin the day of such payment) and shall te

In Wines where secured.
eet thelr hunds and seals. purtles to these Presents have hereunto Signed, sealed and dellversa

In the presence of
Charleg Blanchard.
John Smiti.
Wun.
Recelved on the day of
gagee the sum of Four the date of thls Indenture from the MortWitness: Charles Blandred Dollars mentioned.

## Ontario AFFIDAVIT OF MORTGAGEE.

Connty of Lanark,
'To Wlt:
I. Wm. Dunn, of the Townshlp of Beckwlth, In the county of Lanark, yeoman, the Mortgagee in the foregolng Bill of Sule by way or Mortgage named, make outh and say: Thut John Smith, the is Jusily and truly inding Bill of Sale by way of Mortgage niamed, Mortgagee thereln named, in me, the deponent, Wm. Dunn, the mentioned therein. That the sald Bill of Four Hundred Dollars gage was executed in good failt and of Sale by way of Mortsecuring the payment of the maith and for the express purposc of as aforcsald, and not for the purpose justly due or necruing due chattels agalnst the creditors of the satd protecting the goods and gagor thercin named, or preventling the cradiors of such Mortgagor from obtalning payment of any clalm agalnst him.

Wm. Dunn.
Sworn before me at the Town of Almonte, in the County of anurk, this lenth day of June, in $\mathbf{t}^{\prime}$; year of our Loard 1912
J. P. In and for the County of Lanark.

Ontarlo,
County of Lanark, To Wlt
I. Chirles Blanchard, of the Village of Carleton Place, In the County of Lanark, make oath and say:

That I was personally present and dld see the within Blll of Sale by way of Mortgage duly signed, sealed and delivered by John Smlth and Wm. Dunn, the partles thereto, and that the name Charks Blanchard, set and subscribed as a witness to the execution thereof, is of the proper handwriting of me, this deponent and that the same was executed at the Town of Almonte. In the sald County of Lanark, on the tenth day of J'ine, one thoneind nine hundred and twelve.

Charleg Blanchaid.
Sworn before me at Almonte. In the County of Lanark, thls tenth day of June, in the year of our Lord 1912
R. Graham, J. P.

## FARM LEASES

## FARM LEASES

While the foregoing laws are of general application to landlords and tenants, some additional features pertaining to farin leases demand special attsntion.

General Duties of Farm T onants. - A tenant of a farm is bound without a special clause in the lease to cultivate the hnd, and generally so to manage all the affairs of the farm as good husbandry requires, and as is the custom in the vicinity.

Orops.-As a general rule when no time is specified at which the tenancy shall cease, the tenant is entitled to the so-called "away-going crops," or crops of the present season, but when the time is fized and certain the tenant is not entitled to such crops, because he knew when lie sowed that he took the risk of getting his crops off before the termination of his term. It is also held that the tenant leaving is entitled only to the annual produotions of the soil raised by his own labor, which does not include the permanent and natural prodncts of the earth, sucb as trees, fruits of the orchard, natural grasses and the like. Local usages of the country are, however, largely taken into consideration here, and special ststutes of the Provinces may vary greatly in this respect.

Manure.-lt is a general law that manure upon a leased farm cannot be removed by the outgoing tenant.

Firtures.-The question as to what constitute fixtures on a farm is a broad one, and we can only say that respecting tbis the rules are liberal in favor of the tenant. It is stated in a general way that a tenant may sever and remove at any time all such fixtures of a clattel nature as be has himself erected or placed upon the rented premises for the purpose of ornament, domestic convenience, or to carry on a certain trade; such may he in some cases engines, marhinery or buildiugs erected by him for such machinery.
Taxes.-The tenant in possession is generally considered as liable for the taxes, hut withont special agreement he is under no obligation to his landlord to pay the taxes. This statutory liability varies in different Provinces.
Good Advice. - No class of litigation is more intriente and tecbnical than that of landiorl and tenant. It should there-

## FARM JUASE

Pore be avoided it possilite. In order to to so have your lease carefully executed, specifying as far as possilile all details of conditions, and then observe then earelully. If, however, any one, be he landlord or tenant, anticipates difficulty, then we nilvise him to secure the services of a eompetent lawyer to help him if possible to avert the litigation or to conduct it for him.
"Law and justico are two things which God has joined but man has put asunder."

## FARM LEASE

This 1ndenture, mnde in duplicite the...........................
 short forms of leasing: Between. pursuance of the Act resprething
 Inufter called the "Lessee of the suconi part

Wituesseth that in considcration of the rents, covenants and agreaments herelnafter ruserved and contalaed on the mart of the sald Lessere, to be pald, observed and perlormed, the part of the latil demised and feased and by these presents doth deamlse innt ises sltuate, lying and being in the parcel or tract of land and blem-

 belng compostd of .................... to be the same nore lews, alaid

To have and to hold Jhe sald demised
the term of........years to be computi premiseg for and during $\therefore . . . . .$. forth rext ensulng and fully to be cond and ${ }^{\prime}$. nnd from hence-

Yiehling and paying therifor to somplete and ended,
sald term hereby granted unto or yearly and every year during the whatsoever: to be without any dednction, defalentlon or anhitement Is to say:term, wlthout any deaciuction". Dollars in advance during the sald The first of sich payments to becoleation or abutement wlatsoevir. day of or sin payments to heconte due und made on the And 'tre sald 'Lessee coven. I. $19 . .$.
And to fr: tuxes, And to lepaid wreasonable weas ar to pay rent. (lamago :iy fle, Ilghtning and tempest onsyable wear anil tear, and ilj fences. And not to cut down tempang excented), And to kerep nny purpose winatever, excent lown timber, or trees of any klnd, for And that the snid except
and that that the sald Lesses war may enter and vipw' statu of repuir. rensonable wear and jest only excepted.

And will not asa
ol any bisinegs asalgn or sub-kt withoitt leave. And will not carry lines. And bineas that shall be deemed a nulsance on the sald premlses. And that he will leave the premises in good repalr, reasonable - 'ejted.
lroviled that in the event of fire, Ilghting or tempest, rent shall cease until the premises are reluilt.

And the sald lassee does herehy further Cowenant atul agrie the the sald Lessor in manner following. that is to any manure and employ sief win, during the siald term, cultuntr, Hil, shall hereafter be brought under cilte sialis premises as are new or tike and proper manner and will ln fiklon, in a good Jinsbantmana regular rotatlon of crops, so as not to imporerivols the same by injure the soli, and at the end if sald to impoyerish, depreciate or

## FAIM LEABE

M) manured us aforemald. And will, during the cantinuance of mald term. keep down all noxious weeds and gramses, and will pull up or otherwlee deatroy all docks. ral root, wili mustard. wild oats twhe grass and Canadil thatles which shill grow upon the mad premalses, and will not sow or permit to be wown any grain containIng any seed of any noxious weeds or grustes, or docks, red root. wlla nustard, wild onts, twitch grass or Canada thistle, and wili not sufter or permitt any such foul weeds or grasses to go to geed on the sald firemises. Anil will spend, use or employ in a proper lumhandman-llke manner all the straw and manure whlet blali grow, arise, renew or te made thereupon, and wlll not remove, or permit to be removerl. from sald premises uny straw of any kint. manure, wood or wione, and will carefully wiack the straw In the last year of sald term, and wilt each and every year of gald term turn all the manure thereon into a plle, so that it may thoroughty leat and rot. so as to kIll and demtroy any foul seeds whlch inay be therein, and will therenfter and not before apread the same on the land.
(Other clauses relative to weeds, seeding ta grasg. care of orcharda. etc., cun be added.)

The Said Lessee hereby covenants and agrees with the gald Jemsor that in consideralion of the premises. and of the teasing and letting by the said Lessor ta the mald Lessee of the finde above numed for the term herehy created (and it is upon that express understanding that thege nresente are entered into) that notwithstanding anything contalned in section filrty or any other sectlon of Chapter one hundreal and seventy of the Revlsed Statutin of Ontario, 1897 . or any amendment or amendments thersto, that none of the goods or chattels of the ald Lessee at any time during the continuance of the term hereby crented. on the sald denileed premInes. shall be exempt from levy by distress for rent In arreart by andd Lessee as provided for by sald section or sectlons, or any amendment or amendments thereto, of gald Act above named.
(Here follows clause in which Lessene forfelts rights under malif art. and Proviso stating that if Lessee attempts to mortgage chat tels, make assignment. sell stock or abandon premises, etc., then ensulng year's and next year't rent and taxes become due and pay:able. etc.)

Iroviso for re-entry by the sald Lessor on non-payment of rent or non-performance of covenants.

The said Lessor Cavenant with the said Lessee for quiet enjoyment.

And it is expressly agreed between the jarties hereto that all grants. covenants and agreements, rlghtg, powers, privileges and llabliltes contained in thls Leage shall be reall and held as made hv and with ant granted to anll imposed upon the respective parties hereta sind their respective htotrs, execulors administrators and assigns, and these prosents shatl be read and construed the same as If the words heirs, execitors administrators and assigns had been inscrlbed in all proper and necessary places.
in Witners Wherioy, the gaid parties hereta have bereuato ret thelr haads and seals.

Signed, Sealed amt Delivered. In the presence ol
(The above lesse shouhl be arknowlenget before a Justlce ol the Peace.)

## BALE OF GOOHS ANI CHLATTELA.

## THE SALE UF GOODS ANB EHATTELS AND OTHER PLHNONAL PROPERKTY.

A sale of personal property is : sually termed a "hargain and sule of goods." It lis a transfer of the ahsolute or gen. eral property la a thiug for n price in money. To constitute a valld sale there muet he (i) parties competent to contract, (2) mutual assent, (3) a thlug the absolute or gereral property lu whlel is trausferred from the seller to the buyer, (4) a price in money puld or agreed to he pald. When the purchaser obtains the goode under the te: 1s of an agreement, the salc is camplete. When the goods, agreed to he sold, are not in existcnce, or have not yet hecome the propcrty of the soiler, if they can then he identificd, the more agreement to sell transfers the property in the goods to the purchaser. The price to he pald must consist of "mouey," otherwlee the transaction wili ho an "exchange," or "barter," and not a sale. If the price is not fixed hy the agrecment, a "reasouable" or customary price will be presumed to have been Intended. Persons under tweuty-one years of age cannot make a valid contract for the sale or purchaee of goods, unless the goods purchased he classed as "necessarles." Al the common law an Infant's contracts were "voldahle" only. That is, the contract could he enforced unless the Infant repudlated it after coming of age, and in all caees a person after attalning hls majority could ratify a contract made hy him during his minority. And a minor can enforce contracts made with hlm by a persion of full age. An fufant ls bound on his contract for "t:ecessarles," if the price he reasouable. Necessarles include food, clothing, education and such medicines as the infant may require when in lif health. At one time "married women" could not make a valld contract, without the concurrence of their huehands. But tha law has hee.. changed in this respect, and now they have the same right to contract and to hu , and sell as men have. Agreements made for the sale to, or purchase of goode from, a "luantle" are voldahle, unless the goods purchased hy the lunatic are "necessarles." But all euch contracte may be ratifled hy the lunatic when he recovers hls saulty. Cornoratlous whose power are llmited hy charter, or hy hy-

## GALP OF GCODS AND CHATTELS.

laws, or by sonto statute, cannot ho hold llahle upon purchasea, saies or otier contraets, whirh exceed the powers of the corporation. Agreements with corporations may aiso he voldahio or non-enforceabie hy reason of thelr not helng executed in the manner prescrihed hy the charter or hylaws. If goods aro "stolen" and sold by the thief, tho property in them remains in tho orikimal owner, notwithstanding that they may tave passed through eeveral innds. An "agent" entrusted with goods, or with the dosuments of tltie to them, may, within the seope of his authority or buslnesi,g sell the goods and glvo a good titie. Whin goods are "pawned" or pledged the general property remains in the pawnor, and a nuecial property is transferred in the pawnee. The sale may he a "cnnh" or "credit" saie. Notwithstanding that time le given for payment or that inetead of cash the vendor accepts the purchaser's note payahic at a future date, yet the property in the goods pasmes to the purchnser at the time of the saie, and they are then at the purchaser's risk. Where the consideration given is "work and labonr" done, or "rent" of premises, or "board nad lodglag," there ls a "contract" for the transfer of tho ahsolute property in the goods, hut it is not c sale. Where goods are excha .yed for other goods it is a "bnrter." The price which each pays for the goods of the other is paid in goods, hut generaily spe klng the samo rules that appiy to a sale apply to a harter, exchange. At the common law all that was required $t$ give validity to a sale was the "mntnnl assent" of the pari'zs to the agreement. As soon as it was shiven hy any evldence that it was agreed hy mutual consent that one should transfer the ahsolute property in a thing to the other for a money price, the contract was completely proven and binding on hoth parties, and the "property in the thing sold passed immedlately" to the huyer. But if the property wae to remain in the possession of the eefler until some future time, or until the accompilishment of certain conditions, such as weighing or measuring what was soid out of a larger hulk, then the contract was cailed "execntory." But a very important modification of the common law in respect to a hargain and saie of goods was introduced hy the "Statnte of Frauds" ( 29 Charles I1., chap. 3). The pur-

## BALE: OF GOOUS AND CHITTELS.

pose of this statute is to prevent fruud and falsehood, by requiring a party who seeks to enforce an oral contract to produce, as additional evideace, sonie *writien memorandum nigned by the jurtles nought to bo charged," or proof of some act coafirmatory of tho contract. It does aot prohibit verbal contracts nor deciare them to bo vold. This statute is now in force aot. onjy in England and most of the colonies, but with some silght varlations it is the faw in neariy every state of tbe American Unlon. The substance of the eaactment, as In force in canada, says: A coatract for the salo of goods oi the value of $\$ 10$ or ujwards shall not be enforceable by actlon unjess the buyer whill seccjit jart of the goods sold and actualiy recelved the same, or pile nonelhing In earnest to bind the contrmet, or in part jaymeni, or uniess some note or meniorandum in writling of the contract is made and Nigned by the party to be charged or by his agent in tbat behall. It will be observed (1) That a verbal coatiact whieh has been partly perfornued by way of acceptlng and receiving the goods or jart of them, or payment or part payment of the price; or (2) by paymeat of something fa earnest to bind the contract, is good; but in all other cases the contract will be vold unless there is a writing signed by the party for be charged or by bis agent. A question may sometimes arise as to what ls a "gule of goodso" A contraet for $\because c$, and labour is not a sale of goods. Where A employed a tallor to make a suit of clothes, the tallor supplying the materlal aad labour, the court held the transaction a sale of goodr. But where a printer agreed to print a book the materials to be supplled by bimself, tbls was held to be a coniract fo "work and labour," not a sale of goods. Where an artiwt was employed to paint a pleture, the court was dividec whether it should be treated as a contract for the saje of a picture or for work and labour. A dentlst brought an actlon for artlficlal teeth supplled; the court decided tbat lt was $n$ "sale" aad eame within the provisions of the statute. The $s^{+}$atute requlres that the purchaser shall aot only "accept" the goods, but that he shall actualiy "recelve" the same. There bave beea many contests in the courts as to rihat constitutes aa "acceptance" of goods sold, and also as to what coastitutes a " recolpt" of the same. There may b. $z$

## SALE OF LUODS AND CHITTELS.

recelpt of goods without an acceptance, and goods may be accepted hefore they are nctually recelved. If the seller deliver's goods to $n$ "earrier named by the purchaser," there Is a receipt of the goorls hy the purchaser, hut not necessarily an ncceptance. The acceptance of goods may he sufficlent to make a hinding contract without writing, nid yet it may not he sufficient to preclude the purchnser fiom ohjecting to the quantity or quality of the goods dellvered. In other words the contract may be complete, hut the goodn accepted may on cxamination prove to be so defective that the purchaser mny refect them. If n purchascr "nuark" " the goods, or "selects" them, hut leaves them with the vendor to he dellvered at some future time, therc is an acceptance hut not an actunl recelpt. Where a purchaser offers to resell the goods or kecps them an nirensonable time withont ohjectlon after recelving them, it is evidence of acceptance. If a huyer merely says, "The goods are not equal to sample," that is not snificient to negatire acceptance. But if he snys, "I reject thom hecause they are not equal to sample," or "becanse they aro not according to representation," there Is no sceeptance.

Now with regard to the "receipt." When the seller has lost his possession and lien upon the goods, there has heen what may he legally called a "recelpt" of the goods hy the purchaser. Where there ls an agreement hy the vendor to hold the property for the purchaser, although the actual possession has not changed, yet the agreement mny constitnte a recelpt of the goods by the huyer. A drover selected a number of cattle from a farmer and purchased them and made a payment on account of the price, hut hy ngreement left the cattie with the farmer for a monti. That constltuted a receipt of the cnttie. If the vendor and the purchaser agrea that goods shall he held hy a warehous? man or that a horse shall he held hy a livery mar, that will constitute a recelpt of the article sold. If the value of each of several articles purchascd ls less than 810 , hut the whole quantity taken together amount to that sum or more than that sum, the statute is nppilicnhle. The memorandum in writing must he "signed hy the party to he charged" or hls agent, and must contaln terms of the contract sufficlent to

BALE: OF HOOHS IND CIIATTESA.
satisey the requirements of the atatuto. The writing must oot only show the "artiele sold," hut it must state tho " cen. ulderation." The writing need not br on one plece of papr. It may he to the form of a written offer hy the selfer and a written acceptance hy the buyer, so coonected thnt they ean be reud together. If the two documents when read together refer th the same verual agreensent, they may amount to a contraet. Only the signature of the party sought to be charged is requisite. The siguature may be In lak or In peacll, printed er ntamped. The mere faltialn of the party may be suffilelent. Eveo a writing beginning " 1 , A.B., ngree tc purehase, etc.," was held to he hinding upon the writer. The same person may be agent for both partles. Ao "auetioneer" may in case of a puhile sale sign for the vendor and nay also sign for the huyer. The giving of an "earnest," although commoo Io anclent times, has taiten so mueh into disuse thst the two expressions, "glvlag somethlug In enrnest," and "glving womethlag in part payment," are ofteo treated as menning the same thing, wherens the or cinal meaning of the two expressions was entirely differ-er:- An "enrnest" may be the gift of some token or otber thi . : In aocleot times a "rlag" was sometimes given hy one persoo to another as ao earoest to bind the bargain. But the important question is whether the giving of the "earnest" to hind the hargaio "pusses the property" to the purchaser, so as to make him liahie in case of its injury or destruction hy fire or otherwise.
The question, "Is the hargaln closed, and has the property passed frem the seller to the purchaser," and must the purchaser take the "rlsk" from that moment, is of rital Importnuce. It is not neeessary that the part payment be made at the time of the sale. It may be made at any time thereafter, so a part delivery of the goods may he made after the verbal bargain. Wbere money is given in "earnest" to bind the bargaln it is treated as a part payment of the price. The requirements are in the alternative. If there has been no dellvery of the goods, or any part thereof, or no earnest given, or no part payment of the price, then here must be a "wrillag" slgned by the party to he ebarged. Verbal evidence may he giveo as to what additions are to he made,

## SALE OF GOODS AND CHATTELS.

or exceptions allowed, hut where the written agreement purports to contain the whoie agreement, it can oniy he proven hy the writing itself. An inconsistent verbal collateral agreement is of no vilidily in such a case. This does not result from the Statute of Frauds. it has aiways heen the law that a written agreement must he interpreted by the words contained in It, except in the case of some latent amHiguliy. If "John Smith" is named in the agreement, verhal evidence may he giveu to show which John Smith was intended. Aithough a vendor Is hound to deliver, yet he cannot he compelled to do so unless the agreement requires him to carry or send the goods to the purchaser. Authorized deilvery to a common carrier is prima facie a delivery to the buyer.
Warraniy and Condition.-A "warranty" is an agreement the hreach of which gives rise to a claim for damages, hut not to reject the goods or to trcat the contract as repudiated. A "condition" is a representation on the truth of which the cxistence of the contract may depend, and it gives a right to rescind the contract if the condition is not fulfilied or is faisifled. A stipulation in a contract may he a "condition," notwithstanding that the partles have called it a "warranty." A mere commendation hy the selier may not amount to elther a condition or a warranty. Auctioneers use language to inflate the value of the goods sold, hut such expressions do not give any right of action. There are "expressed" and "implied" condilions. The sale of a horse warrantel sound, will be the foundailon for an action for damages If untrue. Where there is a sale of goods hy "description," there is an "Impilied condition" that the goods shaii correspond to tho description. On a saie of goods by "snmple" there is an "Impiled condilion" that the "hulk" shali correspond with the sample. Where goods are bought from a person hy "description," and the selier deals In that class of goods, there is an implled condition that the goods shall he of "merchantable" quality. Where goods are purchased for a particular purpose and the huyer makes known to the seller the particular purpose for which the goods are required, there is an Implied condition that the goods purchased shall he reasonnbly fit for the iniended

## SALE OF OOONS AND CHATTELS.

purjose. An order was given to a manufacturer for a quantity of worsted goods for coatings, the weight and quallty of the goods heing stated. The manufacturcr knew that tho cloth was to be sold to tallors. The stuff supplied was equal to the sample, but being "sippery," it was "unmerchantabic," and the court held that the purchaser had a right to refuse the goods.

Breach of Contract.-When the property in the goods has not passed to the huyer his remedy for non-delivery is an "action for damages." The damages will he estimated loss, naturally resulting, in the ordinary course of events, from the seller's hreach of contract. If the huyer has to huy the goods from some other person at a higher price, the difference in price and the expense and trouble will he the damages which he will he entitied to claim. Where the "property" has passed to the huyer, but the seller does not deliver them, the purchaser's action will be to recover the goods and damages for wrongful detention. Where the purchaser refuses to accept dellvery of the goods and the seller has sold them to another party at a lower price, he can hring an action for "damages for breach of contract" against the original purchaser and can claim the loss in price and the expenses of re-sale. But if the property in the goods has passed to the huyer, the seller may hring an action for the price or for damages for not accepting the goods.
The rights of the unpaid selier ngainst the goods are mainiy two. (1) "Lien," that is the right to hold the goods in his own possession until the price is paid. The unpaid seller may retain possession of the goods until he is paid or tendered the price, except where the goods are sold on credit. The lien is lost where the seller delivers the goods to a carrier for the purpose of transmission to the huyer, and also where the huyer or his agent lawfully obtalns possession of them.

Stoppage in Transitu.-This is a right conferred on the unpaid seller who has parted with the goods. It can oniy be cxercised where the huyer becomes insoivent before the goods have reached his possession. If the seller is informed that the huyer has hecome insolvent, he can stop the goods while In transit, and recover possession of them. The seller can thus place himself in the same position as if he had not

## SALE OF (HOODS AND CLATTELS.

parted with the poesession of the goods. But the right of stoppage in translt can oniy he exercised against an insolvent buyer. Goods are deemed to he ln "traneitu" from the time they are delivered to a carrier for transmission until the buyer or his agent takes delivery of them from the carrier. Where the goods are dellivered to a warehonseman or other agent for the hnyer the transitns ends. Even where the huyer forclbly takes the goods away from the carrier hefore the destination $1 s$ reached, the transitus ende. And even where the goods are delivered to a special carrier named by the buyer, the right of stoppage exists, notwithstanding that such deilvery might he regarded as a deilvery of the "poesesslon" to the buyer. Sometimes the vendor retains the right to "resell" the goods if not pald for before actual delivery. Where goods are "perlehable" the right of resaie is implied.

Transfer of the Property-It ls often necessary to determine at what exact point of time the property in goods passes to the purchaser, as the risk lles upon the owner. The qnestion ls, who owned the goods at the time they were lnjnred or destroyed i and in order to determine this question it is necessary to ask another, viz., what was the intention of the parties? Of course the matter of risk and of insurance is usually agreed upon between vendor and purchaser. Where a given specified thlng, such as a horse or a book, fe sold unconditionaily and $\ln$ a delferahie state, the property passes to the huyer at the time of sale. But where an unspecified article, such as a hundred husheis of wheat out of a larger quantity, the property does not pass until the hundred busheis are selected and separated from the buik.

Sale by Anctlon.-When goods are sold by auction the sale Is complete when the hammer falls, and after that time the hid may not he retracted. The selier may notify that he has placed a "reserved" price upon the goods.

## BILLS OF SALE

## PERSONAL PROPERTY.

Personal property ls divlded into "Chattels personal" and "Chattels real," Personal chatfels are such things as cattle, horses, graln, implements of varlous kinds, clothlng and money, all of whlch are movahle. "Chnttels real" consl t of interests in land, less than "freehold," which devolve after the manner of personal estate such as leaseholds. As opposed to freeholds, leaseholds are regarded as persenal estatc. But as helng interests in real estate they are called "chattels real" to distlngulsh them from movahles, whlch tween real and personal property ls that personal chattels are owned ahsolntely hy the indlvidual, whereas our law ntmost estate that the ahsolate ownershlp of land. The slmple" held of the owner can enjoy ls an estate $\ln$ "fee the ohject of ahsolute crown. But chattels are essentlally extend for a thousand years, is merely though lt may distinctions hecome important merely a chattel. Thesc intestate.

## Form of Bill of Sale

Know all Men ry These Prefents, That Town of Welland, In the County of That I. Jobn $R$ Hartman, of the merchant. in consideration of Seven Hundiand, and Prnvince of Ontario, recelpt ot which is herehy acknowifundred and Seventy Dollars (s770), the and deliver unto Charlea Cazton the folfowing herehy grant. 日ell, tranafor
Five Horses

| Two Buggies | \$100.. . . . $\$ 500$ |
| :---: | :---: |
| Two Harness | 90... . . . $\$ 500$ |
| Two Plows | 25....... ${ }^{180}$ |
| Total | 20...... 40 |

To have and to hold the
Charles Caxton, his executors, admigoods and chattels uhto the sald proper use and beneftit forever Ainistrators and assigns, to his own do avow myself to be the true and And I, the sald John R. Hartman tela; that I have full power. goo risful owner of said gcoda and chatof sald goods and chattels in mane right and lawful authority to dispose and nefend the same agalnst the Is aforesald: and that I will warrant sona whomsoever.

## LANDLORD AND TENANT

In witnese whereof. 1 , the sald John R, Hartman, heve hereunto tef my hand and seal this twenty-first dey of May. 1912.
john R. Hartman [rial]
$\left.\begin{array}{c}\text { Eigned, sealed and delfured } \\ \text { in presence of }\end{array}\right\}$
Wil.tiam Macy.

## Affidavit of Purchaser as to the Sale belng Bona Fide for Value:

## DOUNTY OF YORE

I, Charlen Cexton, of the City of Toronto, In the County of York, the vendee in the foregoing blil of ale, make oath and say: That the sale thereln made is Bona Fide, sind for good consideration, namely, the artual aresent payment in hand to the vendor by the vendee of the sum of Seven Hundred and Seventy Dollers, and not for the purpose of bolding or enabling me, this deponent, to hold the goods mentioned therein arainst the creditors of the sald vendor.

Charles Caytor,
Sworn before me at Toronto.
In the County of York, this
21st day of May, A. D. 1912.

## LANDLORD AND TENANT <br> LEASES

Leases are contracts hy which one party, called the lessor or landlord, gives to a second party, called the lessee or tenant, possesslon of land or other real estate for a fixed perlod of time, recelving ln return for the use, possession and proflt thereof a flxed compensation called the rent.

Duration.-A lease may he for life, or for a term of years, from year to year, hy the month, at wlll, or by sufferance.

A Lease for Life terminates $f$ th the death of the lessee or tenant or any person speclued as such in the lease.

A Lease by Safierance of the landlord exlsts when a lease for a term of years has explred and the tenant is aliowed to remain in possesslon. Such possession In some Provinces may he terminated wlthout notlce.

A Lease at Will is one which exists only during the wlll of tho landiord and may terminate at the wlll of elther party, as the rlghts of possession on the part of the landlord or the rights of ahandonment on the part of the tenant may justlfy, or hy the death of either party, or hy sale of prop-

## LANDLORD AND TENANT

erty, or by due notico. Statutes usually regulate this notiee in eneh State.
A. Lease for a Term of Years begins and ends at a certain specified date. Under the latter the tenant possesses greater privileges than under either of the two former.
Written or Unwritten.-A verbal lease for one yea: or under is valid in all the Provinces. And so also is a lease for a term not exceeding tbree years when completed by entry. A lease for a term exceeding three years must he in writing and under seal, and in British Columbia, Nova Scotia, Alberta, Yukon and North-West Territories it must also be registered. In Quebee a lease for a term of more than one year must be registered. In all the Provinees a lease for a term of more than seven years must be in writing, under seal and recorded.
Essential Specifications in a written lease are: dates, names, rent, description.
The Date fixes the beginning of the lease. Where no date is mentioned the time commenees ordinarily with the delivry of the lease. This, bowever, is not always conelusive if another date can be proven.
Names.-Tbe law recognizes only one Christian name and the surname. If a party assumes a false name be is nevertheless responsible. Tbe landlord deals with the man, not with the name.
The Rent.-Rents may be payable in otber valuables besides money; the amount sbould, however, always be stated. If not stated, the law will allow the landlurd what the use of the premises is reasol wortb.
Description of Premi The lease must deseribe the premises. It need not be 1 . full detail; any general deseription that will identify the property is suffieient. The parts and appurtenances that ordinarily belong to sueh premises are ineluded.
Who Cannot Give a Lease. $-\boldsymbol{\Lambda}$ husband eannot make a lease which will hind his wife's property after his death. A guardian cannot give a lease extending beyond a minor's majority whieb the minor eamnot annul if he wishes, but if he does not annul it the tenant is bound by it. Under the common law a married woman cannut lease ber property,

## LANDLORD AND TENANT

hat under the statutes of most Provincee she can. A speciai statute supersedes the common law.
A minor cannot make a valid lease, hut can become a cenant. Students under age hiring rooms come under this class.

## Rights of Landlord

Sublotting and Assigning Loaso.-The landlord can prohihit his tenant from suhletting the premises, or any part of them, or from assigning the lease, hy stating the prohihition in a special clause of the same.
Tenant Breaking the Coudition.-If the tenant has hroken the condition of the lease hy subletting the premises, tho landlord, if he accepts the rent due, knowing of the suhletting, cannot remove the tenant.
Right to Inspect Premises.-The landlord has the right to enter upon the premises to ascertain whether there is any waste or injury done, after first giving notice of his intention.
Making Repairs.-Unless expressly covenanted, the landlord is not ohliged to make the necessary repairs. If a tenant wishes his landlord to make special repairs during the term he must stipulate for the same in the lease. But if the landlord does agree to make all necessary repairs and fails to do so, even that does not relieve the tenant from paying rent.
Notice to Quit.-In case of a tenant at will, or one who holds over after the expiration of his lease with the consent of the landlord, a notice to quit is necessary to compel him to give up his possession. This notice mnst, as a general rule, he given at a date hefore some "rent day," and distant from it hy the ucual period at which rent is payable. Thus, if it is payahle monthly, there should be a month's notice ending on the day when the rent is payable. The time for giving notice, however, is usually fixed hy statute in the different states in order that summary proceedings for possession may be commenced. If the rent is in arrears, only a hrief notice is required. İn most of the Provinces this is fixed at from five to fourteen days. Such notice need not he made to end upon the day when rent is payahle.
Refusal to Vacate.-If a tenant refuses to vacate the prem-

## LANDLORD AND TENANT

ises ofter the terminetion of his leasc, from any cause, the proper and safest way for the landlord, as well as the cheapest, is to get him out hy process of law, or hy a sealed lease to a third party, who can legally claim possession.

## Rights of Tenant

Some of the rights of tenants are emhodied in the ove statements of tho rights of the landlord.
To What a Tenant is Entitled.-In taking possession of the premises the teaant is entitled to all the privileges and appurtenances to the property in all their details without being expressed in the lease.
Sale of Property. - The landlord affects the tenant's rights hy selliag the property, if he has a written leasc. Snch salo must be made sulject to the rights of the tenant.
The Right to Sublet.-A tenant car sublet the rented premises or any part of them, r:eless expressly prohibited from doing so hy the terms of the lase. He, however, remains responsible to his landlord, unless the latter accepts such third party as his tenant in place of the former and releases him in writing.

Lease Assigneble.-A tenant's lease is always assignable unless it contains restrictions to the contrary. Such an assignment, however, to be fully legal must he under seal. The assigament may he for a part or the whole of the original term, hut if for less than the original term, then it is properly subletting.

The Snbtenunt-The suhtenant bears ao relation to the original landiord aad is not responsihle to him for rent. The tenant from whom he has reated is his only landiord. In the case of an asslgnment of the lease with the assent of tho landiord the new tennnt hecomes the tenant of the original landiord and must pay him the rent.
Repairs.-A tenant cannot make repalrs upon the property rented and deduct the amount paid out from the rent, for that would he in effect compelling the landlord to do lt .
Making Improvements.-For Improvements that hecome part of the premlses, or such as cannut he removed without injury to the same, the teaant can claim no allowance from the landlord; hut a tenaat may remove from rented prop-

## LANDLORD AND TENANT

orty articies whlch he has placed for use In some trade, such as engines or other machincs, or even in some cases of buildings erected for the same purpose, or articles for domestic use, such as furnaces, shcives, gas fixturcs, etc. Of cotirse hie personal property a tenant can removo any time at pleasure.
Right to Qult-Where the renting is for a definite timo no notice from either party to the other ls necessary, as the landiord has the lmmedlate right of possession as boon as the timo expires; so the tenant has also the rlght to vacate at that time without giving notlco to the landiord. Where, however, no limit of timo is set a notlce from either party is re-quired-a month'e notice In case of a "monthiy tenancy," and six months' notice in case of a "yeariy tenancy."

Payment of Taxee. - Where the temant is to pay the tnxes on the property lie oecrupies it must be distinetly stated in the leasc, ns a verbal promise is of no effeet.
Effecte of Mortgage. - If after renting the landlord should mortgage the property, the mortgagee's rights would be subjeet to those of the tenant holding a lease in writing (duly recorded if uecessary muder statute), and a sale or foreclosure could not distnrb the tenant's possession.

## Daties of the Landlord

1. It is the landlord's duty to see to it that his tenant has tho quiet enjoyment of the premises and is not disturhed by any one having a better title to the same than the laudlord.
2. The landlord must not render the tenant's oecupation uncomfortable by erecting anything like a nuisance on or ncar the premises.
3. If not otherwise provided for in the lease, it is the landlord's duty to pay the taxes, gromnd rent, or interest on a mortgage that may exist.
4. The landlord is not bound to make repairs or allow the tenant for repairs which he miy make unless especially agreed for in advance and so stated in the leasc.

## Duties of the Tenant

1. Tbe tenant must take such eare of the premises that others may not be injured by any nerlect of any part of it.
2. The chief dnty of tenant is to pay rent. If no time for possession is fixed, then he is only obliged to pay for timo

## LANDLORD AND TENANT

he has occupied; but if under any agreemeat for a certain term be will have to puy for that term,
3. He is exprected to keep the premises wind and water tight and repair nll damages made or suffered by hitn. Naturnl wear und tear he need not make good,
4. The tenant is obliged to return the premises to his landlord at the end of his term undiminished in value by any willful or negligent net of his. This requires him to replace broken doors or windows, or such other articles as may have beea broken by use, neiglect or aecideat.

## Form of House Lease

This Indentere, mide the third day of July, ia the year of our Lord one thousand nine hunired and thirteen, in purauance of the Short forms of Leabes Aet, between. James Anderson, of the town of lucknow, in the County of Bruce, gentleman, herefnafter calied the lessor, of the firat part, and William Watwon, ol the same place, worehang, hereinafter called the jessee, of the second part.

Wiskassetil that in consideration of the flents, Covenants, direementa and condtions herejnafter reserved and containesf on the part of the radd lessee, to be pald, olserved and performed, the wajd leensor fiath fermed and lensed and by these presenta does demine and lease
 and helng in the town of l.ucknow, County of Bruer, l'rovince of Ontario, and known and deseribed no the Burton Block, No. 180 Cajdwell Nirept, together with the rights and appurienances thereto belonging: to bave nad to bold gatd premlsen for and during the term oi three sears, to be compoted from the third day of Julg. A. I). 1013, and from thenceforth next ensuing nad fully to be complete aud ended.
lieldisg asn Paying therefor yearly and every year during the sald term granted unto the Lesoor, the clear yrarly rent or sum of Flve Ifundred Dollars of lawful money of Canada, to be payahle on the following days and limes, that is to may, in ever portious guar. terly in alvance on the following days and times, that ls to way: on the third days of Joly, October, Jonuary and April, in ench and "very year during the continuance of the sald term, wittiont any deduction, defaleation or alatement whatsoever, the first payment to be mate on the third day of July, A. D. 1013.

Anp the andd Lessece covenants with the sald Lessor to pay rent and to pay tares and to jay water rates and to repair, reasonable wenr and tear and damage by fire, Jightning and tempest only excepted; and that the sald Lessor may pater and vew state of repair: and lhnt the sald Lemsee will repalr according to notice in writing, reasonable wear and tear aud damage by fire, lightajng and tempest only excepted; and wlll not assign or sub-let wlthout leave;

## LANDLORD AND TENANT

and that he will lenve the premiser in gowi repair, ruamonable wear and tear and damase by llri, listhtaing aud tempent only exeroptent.

Paviote that in the avint of fro, fishtalug and tempewt, rent eball ecame until the premincoll are rebnilt.

I'auvibed that the nald lemmur whall bave the right in the event of euch dentruetion or partial deatruction un nforexald to declare the cald term to be forthwith terminnted, and in such event runt ehail be payable up to the time of sueh lom.
l'hovides that the leense may remove bim Axturem.
I'rovsinid also that during the last two monthe of the trem hereby created any atranger or etrangers may Inapect the sald preminen and all partw thereof on producing $n$ written order to that affeet wigned by the wald Lenerer.
l'muvinen for re-entry by the sald Lesmor on non-payment af rent, of non-performance of covenanta.
linoviuen also that in the case of a melzure or forfelture of the und torm for any of the causel berelabefore net forth, the lomenor chnill bave the wame right of re-entry ne fe given under the next preceding provino.

Tul mald Lessor covennnte with the anid Lemsee for qulet enjoyment.
lhovinsp that notwithatanding anything bereinbefore contained the Lexsor's right of reeentry herenader for non-payment of rent or non-jerformance of covenants shall become exerelanale Immediately upon such defanlt beling made.
l'movined and it is bereby granted between the parties bereto, that, where the context makes It possidhle the word Lessor, wherever it occura In thla Indenture, whall Inelude the belrs, executors and adminlstrators nod assigns of the sald Lessor, (and In the case of a Corporation, thelr succemsors and assigns) and the word Lessee, bhall Inelude the belra, executors and administratory of the anid Lessen, (and in the case of a Corporation, their suceessors), and nlso shall, whin the Lessee assigned these presents uncier eonsent from the l.exNor as bereinhefore provided, Inelude the asslgan of the gald Leasee.

Tus baid Leaaez hereby Covenante and ngreen wilh the wald lessor, that In consideration of the premises, and of the leeasing ard lettling by the sald Lessor to the said Lessee of the lands and prumises above named for the term berchy created (and It la upon that axpress underslanding that these presents are entered Into), that notwlthataodiag anythlng contained in section thlrty, or aus other Shellon. of Chapter one hundred and seventy of the Revised Stalutea of Oniarlo, 1807, that none of the goods or ebattels of the gald Lessec at any time during the continuance of the term heroby created, on sald demised premises, shall be exempt from levy by distresm for rent in arrear by sald Lessee as provided for by sectlon or sectlons of the sald Act above named, or any amendment or ameadmenta thereto, nad that upoa any claim being mude "nr such exemptlon by said Lessee or on dlstress being aude by the saju Lessor thls covenant and agreement may lo pleaded as nn estoppel againat watd Jopspe In noy action brought to test the rtght to the levying upon any auch

## IANDLORD AND TENANT

cooda ar nro nomed an exempted In suld eection, nr wectionm, or amend. ment of I'mendments thereto. Hald Lemsec walviag wa he herrhy donm, all and every iwneft that could or might have acnrued to him under and by virtue of the nald Sectlon of Bectiona on mald Act, or any amendment or acuendment! thercto, but for the above Corenant.

In Witsigan wiracor the mald partien hereto tapa herenato aet
Blaned, Seaied and dellvered in
the prenurace of
JAมスn Jonea.
$\begin{array}{ll}\text { Jayes Andramos, } \\ \text { Wiklam Wataon. } & \text { [Scal.] } \\ \text { [Seal.] }\end{array}$

## Afidiselt of Witnotes

County of Bruce, to-wit : I, Jamen Jones, of tho $t, w n$ of Lucknow, In the county of Bruce, make onth and ony:

1. That I wha personally preneat and did mee the within Inatru. ment and Dupilcate theroof duly algned, realed and executed by Jamea Anderar and William Watson, tha partiza there:o.
2. Thut the mald Instrument and Dupllenta were executed by tha sald partic! at the town of Lucknow.
3. That ! know tha aald partien.
4. That in a nuherlhing witnen to the rald Inatrument and Dupileate.

Sworn before me at tha town of Lucknow, in the county of Bruce, this thlrd day of July, In the year of our Lomd 1013.

Jamer in. Kent,
4 Commisoloner for taking Ahildorito, etc.

## Form of Notice to Quit

To Williak Matwood,
(Tenant.)
Steaae take notlce that you are herehy regnired to ourrender and deliver up posamaion of the house and lot situate at No. 4ill Taylor atreet, in the village of Heiford, which yen now hold of se; and to remove therefrom on the Arst day of May next, purnannt to the provisions of the atatute relating to the righte and dutien of landlord and teanat.

Dated thin 28th day of Aprll, A. D. 1914.
Youri truly,
Richard Jonna, (Landlord.)

## Form of Notice by Tenant

T., Richlat Johna,
(Landlord.)
I herely give you notlee, that on the first day of May nest. I will quit and dellver up posmesalon of the premises I now oceupy as tenant at No. 450 Taylor street, In the village of Bedford

Dated thle 28th day of Aprll. A D. 1914.

> Yours truly,
> William Maywood.

## THNANOX:

The mode of puttimg an ead to a temacy by "aotlee to gutt" Is applieable where there is an exprens stlpulation that It whall be se determined. The mont common tenancles are thone from year to yenr, from quarter to quarter, or from month to month.
In the ahmence of any express stipulation nnd apart from statutory provision a reasomable "notlce to quit" may be sufficient.
In the case of a "tenancy from year to year," it is settled that half a year's notice, expling at the end of come year of the tenancy, is necessary and sufficient to determine it. And in the case of a monthly temaney that a month's notice given hefore the expiry of any month shall be sufficient to terminate the tenancy at the end of the next succeeding month.
Ia Nova Seotia it is provided hy statute that notice to quit any houee or tenement where the same is let "from year to year," shall he given to the tenant or hy the ten ant to the landiord thercof, at least three months hofore the expiration of any year, and that such notice shall he sufficient, although the day on which the tenancy terminates is not named in such notice.
In Sew Branswlek, three monthe' notice to euficient to determine a yearly or a half-yearly tenancy.

The effect of a proper notice to quit is to determino the tenancy, and although a notice once given may he withdrawn. such withdrawal does not revive the teanncy, hut if the partles ngree, a new tenancy may he created on the old terms.

The rnle that half a year's notlee, three months' notica or a month's notice shall be neceseary doee not apply where there le an exprese porcement as to what notice ehall be given.

In case of a monthty tenancy a month'e notice hae heen held tc he a reasonable and eufficient notice.
A weekty tenaney docs not come to an end every week without notice, and it hae heen heid that some notice le neceeнary.
But to determine a weeh., tenancy it ecems that a reasonahle notice only muet he given.
In Ontario, New Brunswlek, Nova Scotla and Manltoha it is provided hy etatute that a month's notice is neceeeary to

## DISTRESE.

determite a monthly temancy, and a Week's notice to deter. mine a weekly temancy.

If the prominea are let at weekiy, monthiy or quarteriy rent, the tenancy is prima facic a weekiy, montily or quarterly temancy rempectively. For quarteriy tenancy it has been held that a quarter's notice to quit is sufficient.

Where there in an express stipuiation creating a "ycariy tenancy," and the partles have not contracted as to the notice to be given, a haif year's notice must be given by either party to the other.

DistithsS is a remedy that is used to compei the payment of rent. it consists in taking possession of personal cbattela without jegal process or judicial authority, and seling them to realize the amount due.

The right of distress as a remedy to compel payment of a dcbe may arise in three ways: (1) hy atatute, (2) by exprees acreement, and (3) by impilication of law.
Where the relation of landiord and tenant exists, the jaw implies a right of distress as necessarify incident thereto, providing the foliowing conditions to be fuililed; (a) There must be a tenancy strictly so-calied, (b) There must be a rent reserved, and it must he certain in mmount, (c) There must be a " reversion " in the distrainor a the time the distrese is made.
A distress for rent must be n.ade in the daytime, betwcen sunrise and eunset. it cannot he made untij the rent is in arrear, and it is not in arrear untif the day after it becomes due.

A person to whom rent is due under any lease or contract may selze the goods and chattels of his tenant found on the premises (except such ae are exempt from distress), and may hold the same untif repj, fed, and in default of the snme being replevied, may seli $t$; same, after appraisement thereof to be made. But the gooos distrained shail not be removed by the pereon distraining (to the damage of the owner thereof) out of the piace where the same are found and eelzed, bui shali be kept tbere (as impoundeu') until repievied or eold in defauit of replevying.
A distress may be made on any part of the fand demised, ae the rent le deemeu to issue out of the whole and every part.

## gUARANTY

## Gnaranty for the Performance of a Contract

For a good and valuable consideration, by ut recelved, we, the undersigned, do hereby suarantee a faithful compliance with the terms of tha above (or within) agreement upon the part of the said contractor, Ricbard Unger.

Done at Elkhart, Elkhart County, Province of Ontario, thia 15th day
of November, A.D. 1914

Signed, sealed, and dellivered
Frank Kining. [seal]
In the presence of
William Lower,
Charlea andacwa.

## Gnaranty for the Purchase of a Horse

Ottawa, Ont., January 2, 1914 mare, I hereby gu of One Hundred and Twenty five Dollars for a black rice, and easy to ride or drive to only five yeara old, sound, free from
[N.B.-In this guaranty the seller will be held for all the defects in the animal at the time of sale. This is the sateat way for one who to not an experienced judge of horses to purchase one.]

## Gnaranty for a Debt Not Yet Incurred

Megser. Sanforn \& Babtit,
Berlin, Ont., March 10, 1914. London.
Ganthemen: The bearer of this, Mr. R. J. Walker, of this city, ia on the polnt of visiting your city for the purpose of buying goods, and desired articles in your line. He is considered worth some thirty thousand dollars, and such la our confldence in his ability and integrity. that we hereby guarantee the payment of any blla whleh be may make with you during thia year, to an amount not exceeding five thousand

Yours respectfully,
Williams \& Rian.

## Gnaranty of a Debt Already Incurred.

The Pittsbura Manufacturina Co.,
Reading, Ont., July 9, 1914.
Pittsburg, U.S.
Oentlames: In consideration of Onc Dollar, paid by yourselves, the recelpt of which la hereby acknowledged, I guarantee that the debt of three hundred dollars, now owing to you by Henry Wilcox, sliall be paid
at maturity.

Yours truly,
Chas. Sunderland.

## LIENS.

## LIENS

A "lien is the right which a man has to retain in hls possession something beionging to another, till certan demands are satisfied." For convenience, the person to whom the property heiongs is sometimes referred to as the "debtor," and the person retaining the property as the "creditor." Possession hy the creditor is essential to a legai ilen, calied a "possessory" lien, to distinguish it from others. A particuiar or "Specific" lien is the right to retain specific property in satisfaction of demands In respect of such property. For exampie, the right of a carriage maker to retain possession of a carriage which he has mended, untii paid. Where a person "agrees" "Wlth another that he shail have a lien upon property as security for the payment of a debt, that is calied a "general lien." Where "possession" is essentiai to a lien, it must have been lawfuliy acquired. Possession ohtained by vioience, fraud, or nisrepresentation, cannot constitute a ilen. The possesslon must also be of a "continuous and uninterrupted" nature. A particniar lien by "operation of law" arises, where a person is compeliable by law to receive the goods of another, or to perform certain services with regard to those goods, such as a "common carrier" or an "innkecper," each of whom has a "right to retain" the goods in his possession until paid for services performed. General liens, unicss estabilshed hy contract, can oniy be claimed by "custom." It must be shown as a matter of fact that such a usage exists, and that it is universaliy acquiesced in. In every lien the "possession" is with the creditor, the "ownership" with the debtor, but as a ruie there is in most cases no right of saie in the ifen hoider.

An "equitabie" lien is the right to have a specific portion of the property ailocated to the payment of speciffc liahilities. The right of a partner, on dissolution, to have the firm's assets appifed in payment of the firm's fiahifities, is a right of the ciass styied "equitahle ifens." An agent may sue on a contract, though his principai he disciosed, if he

## LIENS.

has a ifen on the proceeds; for this reason an "auctionoer" may sue for the price of the goods.

A "maritime lien" is one which attaches to a thing in connection with some liahility incurred in relation to a maritime adventure. it does not depend on the possession of the thing, hut travels with it into whosoever's hands the thing may come.
Before the passing of the Mechanics' Lien Act a huilder had no ifen on a house which he huilt or repaired. Contractors for such work had to rely ur ' 1 the "personai liahility" of their cmpioyers, under the contract; or upon whatever "security" they required the empioyer to give hefore entering upon the work. No lien resulted in law for tho expenditure of toil and material on the lands or real property of the owner. It therefore required a statute to "create this lien." Ontario was the first province in Canada to adopt a Mechanics' and Wage Earners' Lien Act. The law was adopted from the United States. The system was unknown in England, and prohahly it was imported into Pennsyivania hy the Dutch settlers, from the provisions of the Roman "civil law" prevailing in Hoiland, from whence they came. The Code of the State of Louisiana was derived from the same source. A "Mechanics' Lien," nlthough created hy the operation of faw, is dependent upon coutract, express or implied. A person who hy his iahour or material enhances the vaiue of real property helonging to another, has a speciai right to compensation; and therefore should hnve a preferred claim on such property. It is nn " interest " in the iand, hut it does not create an "estate" in the reaity itself. It "charges " the estate or interest of the owner with the payment of a specifled claim in prefer. ence to ofiter debts

For the procedure hy which a lien is created, registered, nnd enforced, the reader is referred to the acts of each of the several provinces.

In the Province of Ontario any person who performs any work or service upon or in respect of, or places or furnishes any matcriais to he used in the making, constructing, erecting, fitting, aitering, improving, or repairing of any erection,

## LiENS.

bullding, rallway, land, whari, pler, buikbead, bridge, trestlework, vaut, mine, well, cxcavatlon, fence, sidewaik, iavcment, fountain, fishpond, drain, sewer, aqueduct, roadbed, way, fruit and ornmmental trees, or the apipurtenances to any of them, for any owner, contractor, or suh-contractor, has hy virtue tisereof a llen for the price of such work on tho sum Justly owing hy the owner. No agreenent shall bo allowed to deprive any one of the benefit of a llen, and notwithstanding any such agreement the lien shall attacl. Thes llen attaches upon the "estate or Interest of the owner" upon whatever property is benefited hy the work. The amount of the llen can not be greater than the suin payabie hy the owner to tbe contractor. A ciaim for lien may be registered in the Registry Office of the Registry Division where the land is registered, or In the Land Tltles Office of the locality in which the land is registered. The clalm must sct out (a) the name and residence of the person claiming the iien, of tbe owner of tbe property to be charged, of the person for whom and upon whose credlt tbe work was or is to be done, or materials furnlshed or placed, and tho time or period withln which the same was, or wns to he done or furnisbed, or placed, (h) a short descrlption of the work or servlce done or materials furnished or placed or to be furnished or placed, (c) the sum claimed as due or to become due, (d) a descriptlon of the land for registration purposes, and (e) the date of the expiry of the period of credit, etc. A claim for a lien may be registered heforc or during the performance of the contract, or within thirty days af. $r$ the completion thereof. Every lien which is not rogistered within thirty days after the completion of the work shall absolntely cease to exist. And every registered lien wbich Is not proceeded on and a certificate of lis pendens registered shall ahsolutely cease to exlst after the expiration of ninety days after the work or service has heen completed or materials bave heen furnished or placed. But where credit is given, the ninety days will only count from tbe expiry of sucb period of credit. A registered lien will cease to exlst unless again registered or a certlficate of lis pendens is registered within six months from the first registration. A lien may be "discbarged" by a recelpt

## LIENS.

signed hy the claimant acknowledging payment and verified by affidavit and reglstered.

In the Province of Manitoba "the Mechanics' and Wage Earners' Lien Act" te practically the same as in Ontario, except tbat no lien exists for any claim under the eum of twenty doliars.

In British Colnmbia the Mechanics* Lien Act of 1891 is very similar to the Ontario Act. The ciaimant has (a) thirty-one days within which to fle hie ciaim, (b) where the workman continues in the employ of tbe contractor upon any other work, the 31 days wili not begin to run until the completion of tbe wrik. Lien actions are to be carried on in the County Courts. The judg* may order tbe canceliation of liens upon the giving of eelisity or otherwise. There ie also provision deciaring that mechanics and others who have bestowed money or ski, and material upon any "chattei," in the alteration or improvement of ite propertiee, or for increasing its value, shall have the right to sell the chattei by giving two weeke' notice by advertisement in the newepaper, etc.

The Mechanice' Lien Act of Nova Scotic of 1899 and the Mechanics Lien Act of New Brnnswick of 1903 do not differ in eubstance from the Ontario Act, altbough the wording of the corresponding sections is somewhat dissimilar. But hoth of them have a clause eimilar to the clause in the Britieh Coiumhia Act enahiling a pereon who hoids a lien upon a "chattel" to eeil it after giving notice by pubification in a newspaper, etc.

The Provinces of Saekatchewan and Aiherta have Mechanics' Lien Lawe eimilar to thoee of Manitoba and Ontario.

In the Province of Quebee, there are several articies of the Civil Code which give mechanice and lahourers what practicaily amounts to a lien on "immovahie" property, to the extent of the value of the labour or material placed upon it, for which the ifen is claimed. The articies are too lengthy to he quoted in fuil in this eummary, and a synopsis of tbem would not etate the law completely and correctiy upon the subject. I must refer the reader to Articie No. 2013 (a) to 2013 (1) Inciuelve of the "Civil Code," and to Articie No. 805

## LIENS.

to 807 inclusive, of the Code of "Civil Frocedure." Other articles which have a hearing on some parts of the subject, are Articles 2103, 2168 and 430 to 441 Inclusive.

## PRINCE EDWARD ISLAND.

In the Province of Prince Edward Island the Mechanics' Lien Act gives to every mechanic and wage earner a lien on the hullding or property upon which the work is performed. But in order to preserve and enforce his lien the mechanic must flie a statement of his claim, verifled hy affidavit, in the office of the Registrar of Deeds, withln thirty days from the completion of the work. The statement must contain the name and residence of the claimant, the name and residence of the owner of the property, and of the person for whom and upon whose credit the work was done,-details of the work, -the sum due, and a description of the land to be charged. The lien attaches to the land for the amount thereof, hut the amount must not cxceed the sum payahle by the owner to the contractor. A registered lien lapses at the end of ninety days uniess a suit is instituted hy the claimant to enfcrce his claim within that time. A party holding a fien may ohtain an order from the judge to examine the debtor upon oath.

## gALE AND TRANSFER OF STOCKS

## an act to regllate the purchase, sale and transfer of stocks of goods in bulk.

His Majesty, hy and with the advice and consent of the Legisiative Assemhly ot the Province of Alberta, enacts as follows:

1. This Act may he cited ae "The Bulk Sales Act of Alberta."
2. It ehall bo tho duty of every person who shall bargain for, buy or purchase any stock of goods, wares or merchandise in bulk, for cash or on credt, hefore closing the purchase of the same, and before paying to the vendor any part of the purchase price, or giving any promissory note or notes, or any security for the sald purchase price, to demand of and recelve from such vendor, and it shall be the duty of each vendor of such goods to furnish to the purchaser a written statement, verifled hy the stntutory deciaration of the vendor or his duly authorized agent, or if the vendor is a corporation, by the statutory declaration of the president, vice-president, eecretary-treasurer or manager of such corporation, which statement shall contain the names and addresses of all the creditors of the eald vendor, together with the amount of the indehtedness or liability due, owing, payable or accruing due, or to hecome due and payable by said vendor to each of sald creditors, which sald statement and declaration may he in the form set forth in Schedule A hereto, or to a like effect.
3. Whenever any person shall hargain for or purchase any stock of goods, wares or merchandlee in hulk, for cash or on credit, and shall pay any part of the purchase price or execute or deliver to the vendor or to his order, or to any person for his use, any promissory note or other document for or on account of the purchase price of sald goods, or any part thereof, without first having demanded and ohtained from the vendor, or from his agent, or if the vendor is a corporation from the president, vice-president, secretary-treasurer or manager thereof, a written statement verifled hy statutory deciaration purporting to he such as is provided for in the preceding eection of this Act, then euch sale shall, in and

## SALE AND TRANSFEI OF STOCKS

with respect to any detion or proceeding which within sixty days thereafter is brought, had or taken against such purchaser, to lmpeach or set aside such transaction, be deemed to be fraudulent and shall be absolutcly vold as agalnst the credltors of tho vendor, and every disposition made of the purchase money or of a note or othor securlty given therefor by the purcbaser shall be fraudulent nnd vold as between tho purcilaser and creditors of the vendor, unless the whole of the procceds of such sole, or sufficient thereof to satisfy the cloims of all ereditors of the vendor is in foct actually applied by the vendor in or towords payment of all his creditors, without yiving any preference or priority to one over another except such os is provilaed for by law or previous contract.
(2) Where goods, wares and nicrehandise purchased in bulk contrary to tho provisions of this Act are resold in hulk, and It appears to the court that the sale and re-sale were made for the purpose of evading this Act, the rights of the creditors of the original vendor hereunder sball be capable of enforcement against the person or persons $\ln$ possession of such goods, wares and merchandise, $\ln$ the same way as though they were stlli in the hands of the orlginal purchaser.
4. Any such purcbascr upon obtaining such written statement and statutory declaration shall either ohtain the written waiver hereinafter referred to, from the creditors of the vendor, or shall pay the wbole of his purchase money or suffcient tbereof to satisfy the claims of all the creditors of the vendor, or deliver his promissory note or notes or other documents securing the same, or part thereof, Into the hands of an official assignee, for distribution pro rata among the credltors of the said vendor, subject to any preferences provided for by law or hy previous contract. Such distribution shall be made in like manner as moneys are distributed hy an offlial assignee under The Assignments Act, and all the provisions of The Assignments Act relating to meetings of creditors, advertising for creditors and proof of claims shall apply to proceedings had by an official assign under thls section. The fees of any such offlcial acnlgnee shall not exceed 3 per cent. of the total proseeds of such sale which shall come to his hands, and shall together with any disbursements he paid by being deducted out of the moneys to be recelved by

## BALE AND TRANSEER OF BTOCK8

the aald creditors and shall in no event be charged to the debtor; provided further that from and after the furnishing of such deciaration no preference or priority shall be obtalnable hy any creditor hy attachment or garnishlng process or othervise.
5. If such purchaser upon recelvins such written statement and statutory declaration whall fall to observe the requirements of the last preceding section without obtaining the written walver from creditors hereinafter referred to, then such purchaser shall be liable to the creditors of the vendor In the amount of the purchase price or such portion thereof as is not or has not been pald or applied in or towards payment of all the creditors of the vendor pro rota wlthout giving any preference or priority to one over another except such as is provided by law or previous contract.
6. Any sale or transfer of a stock of goods, wares or merchandise, out of the usual course of business or trade of the vendor, or whenever substantlally the entire etock-In-trade of - vendor shall be sold or conveyed, or whenever an interest in the husinees or trade of the vendor is sold or conveyed, or attempted to be sold and conveyed, such sale, transfer or conveyance shall be deemed "a sale in hulk" withln the nieaning of thls Act; provided, however, that if the venfur produces and delivers to the vendee a written waiver of the provisions of thle Act from hls credftors, representing fifty per cent. In number and value of the claims as shown hy sald written statement, then the provisione of thle Act shall not apply.
7. This Act shall unly apply to sales by traders and merchants defined as foliows:
(a) Pereons who as their ostensible occupat!on hny and sell goods, wares and merchandlse, ordinarlly the suhject of trade and commerce;
(b) Commission merchants;
(c) Manufacturers.
8. Nothing in this Act conte!ned shall apply to or affect any sale by executors, administrators, recelvers, assignees for the benefit of creditors or any publlc official acting under judicial process.

## PART VIII

Insurance, Naturalization, Copyrights, Divorce, etc.


## INSURANCS

## INSURANCE

Doinitions, -Terme Employed.-Insurance is a contract by which one of the parties, culled the insurer, biuds lumself to the other, called the insmred, to pay him a sum of moncy or otherwise indemnify him in case of the himpening of a fortuitons event, provided for in a general or special manner in the contract, in cousideration of a certuin sum of money called a premium, which the latter pays or binds himself to pay him.
The Instrument of writing by which the contract is mado is called a poliey, the events or causes to be insured agajust risks or perils, and the thing insured the subject-matter or insurable interest.
Kinds of Insurance.-Insurance is dividen generally into three kinds: flre, marine, and life-the last includiug accident iasurance as a braach.

## FIRE INSURANOE

Fire Insurance includes all undertakings to indemnify the insured against losses by firc, whether upon buildings, ships, or the goods and stock contained therein, or live stock.
What Property may be Insured. - Every kind of property mry become the subject of insurance, unless, from motives of pubiic policy, it has been prohibited by law. Insuranecs are nost commonly made on buildings, goods, merchandise, freigbt, bottomry, loans, profts and commissions.
Who may Ineure.- A persen in order to secure a valid policy must have an interest in the property insuren. It is not necessary, however, that a person shonld be the owner of the whole or a part of the property in order to enable bim to effect an insurance thercon. It is sufficient if he is directly interested in its safety. A person, therefore, has an insurable interest in any property when he is so ciremmstanced with respect te it, that its loss will be prejndieial to him.

Increasing Risk.-Tbe amount of premium is based upon the degree of danger there is of firc. The insured must, tberefors, not increase the risk; if be does the policy be-

## INSURANC:

comes void. No rhange ahould be made without notifying the insurance company and obtaining its consent.
Changes made after the policy is issued, for whieh tho Insured is not respunaihle, will not affect the contract.
Donditions in the Policy. - All policies contain certain sdditional agreementx, such as: that no gunpowder or gawoline shall be kept ou the premises insured; that they shall not heconte vacant, or that if my other insuranco ia added the coappany be notitied.
Miarepresentation un the part of the owner as to the charaeter of the property or the dauger to which it may be oxposed make the policy void.
Nogligence.-A fire caused hy uegligence does not exempt the company from paving the los, unless the negligence ia $s 0$ great as to be criminal or to indicato fraud.
Proof of Loss.--In order to recover amomit of insursnce the insured, after the loss of property hy fire, must prove the quantity and valuo of the goods so lost, and also the injury sustained on groods not hurued hy reason of water used in attempting to extinguish the fire, and muat mako zus. athdavits and produce shich certificates as the terms of the policy require, and canse the same to he filcd in the offico of the company within the time specificd in the policy of insurance.
But with sone companies and in some States the full inauranco will not he paid unless the insuranco is of a certain fixed proportionate amount of the vahe of the property insured. For instance, if goods or property valued st $\$ 10,000$ are insured for only $\$ 5,000$ and there is a partial loss, say, oi $\$ 6,000$, the full $\$ 5,000$ insuranco will not be paid hut ouly a proportionate amount thereof.
Amount Paid. - The amount to be paid in fire insurance is the amount of the loss, muless the loss exceeds the amount of the poliey. The company vever nays more than the policy. Thas if the policy is for $\$ 3.000$ and the loss is $\$ 300$, it pays $\$ 300$ and the policy becomes $\$ 2,700$. If the policy is $\$ 5,000$ and the linss $\$ 6.000$, the company pays only the $\$ 5,000$ and the poliry is discharged.
Vahation is sometimes made in policies upon ehattels of uncertain value, as books, plate, or works of art, and if a

## INBUHANCH:

lown happens the Insured If entlted only to actual Inflem. nlty.

ISehuilding.-Insurors agelnat firo umally stipulate that they may rebulld or repalr the preniscs Insured. If they prefer, and they frequently uvall thenieolves of the right.

Tranmfer of Iolley.-A pollcy of Ineurance if not negotlable: yet if it is transferrod for viluo in good falth, the transfer uny be so fer valld has to give the assigneo $n$ right to me, bubject to any oqultable defonses which could he made agelnst tho Incured.

The Insurance policy does not go wlth the property wben sold, but must be conveyed soparatoly with the consent of the company, The assent of the Insurance Company in writing should bo apponded nfter any change In the ownershlp of the policy.

## Fire Insurance Policy-The Naln Clause

No, 420.745,
The Globe Fire Insumnce Company, of London, 85,000 ,
In consfelerialion of porty dollurs do in London, Eng
agalnet loss or damage by fire to the inaure Chas. A. Barrown lara an follows:

On errtaln bookn, engravinga, steel nud copper platen, and other merchandme now contalned In the bultilng at No. 125 Lincoln

And the milal company herehy agree to inake good unto the agaured, hla executorn, administrators, and assigna, all sucli Immedlate boss or damage (not excectlng in mmount the sum insured) as shall hitppen by Hre to the property above ppecifled, from the 16 th day of Jannary. 1912, at noon to the 15th day of Jnhuary. 1913, at noon, the a mount of mich loas ind damuge to be proven and pald, or made sood actording to the following terms and conditions:
(Here follow orilhurily a larye number of additional clatses.)
 ary, 1012

Wm. R. Sthniford,
Secretary.
Waltir f.. Ciarke,
Preqident.

## Renewal of Fire Insurance

Lautun, England, January 15, 19?
The colie Insurance Comapany.
being the mame A. Rinrows, in consideratlon of forty dollars, polley No. $420, i 45$, whlelt la herand dollars: thes helng a rentwal of to wlt, from Jamury 15, 1913 , wo continued In force for one year,

William R. Standford.
Secretary,

## [sEal

Warmir Cl noon.
Presldent.

## INSURANCF:

## Assignment of Policy

Know all Men by Thesc Preschts, That I, the wlthln named Chan. A. Barrows, for and In conslderation of the sum cf Flfty Dollars, to me paid hy Charles Dana, of Boation (the recelpt whereot Js herehy acknowledged), have granted, soid, assigned, transferred, and aet over, and by these presents I do abaolutely grant, yell, asslgn, transfer. and set over to him, the sald Charles Dana, all my right, property, Interest, clalm, and demand In and to the wlthln policy of Insurance, whleh have already arlsen, or which may hereafter arlse thereon, with full power to use my name so far aa may he necessary to enahle hlm fully to avall himself of the interest hereln astigned, or herehy Intended to he asilgned. The conveyance herelo made, and the powers herehy glven, are for myself and my legal representatives to sald Charles Dana and his legal representatives.

In testlmony whereof, I have hereunto set my hand and seal, this tenth day of May, A. D. 1906.
Erecuted and delivered In the Cilarlea A. Baraowa, [agac]
presence of
WILLIAM SPENCER.
We hereby approve of the above assignment.
(Signed) John Jones, Secretary,
New Hartford Ins. Co.

## MARINE INSURANCE

Marine Insurance is a contract to pay the owner of a ship and cargo certain portions of lis loss, if it is damaged or destroyed wbile at sca.
The Premium is often paid by a series of notes called premium notes. The policy is valid whether the notes are paid or not.
The Amount of the poliey may he any fixed sum, namely, the loss the company shan he $\mathbf{r}$ sponsible for. The amount to be paid is that proportion of the loss which the amount of the policy bears to the value $0^{n}$ : tl property. Hence the company does not pay the whole of the locs inless the policy equals the value of the property.
If property is insured to only half its value the company pays only one-half the loss.
If policies have been obtained in several companies each company pays its proportion of the loss in the same proportion as thongh it were th only company.
A mine Policy is one framed to cover possible loss within a sp.cified time. This may be a year or certain mouths of

## MARINE INSURANCE

a year. Other polieies cover only the risk in a certain voyage.
When the insurance is for a certain voyage, the place of sailing and that whieb is to be the terminstion of the voyage mist be specitied, nud the voyage must be by the ordinary conrse from one por to the other unless deviation is allowed by the terms of the policy. If the vessel does not enter upon the contemplated voyage the premium need not be paid, and if paid must be returned.
Risk Assumed. - The risk provided against is not only that of fire, blit also the other extraordinary perils attending a sen voyage, such as the perils of the sea, piraey, general average and salvage. General average is the loss of goods occasioned by throwing overboard a part of the cargo in

order to save the vessel during a storm. Salvage is a compensation seamen obtain for saving property they find abandoned nt sea.
Ownership. - Sinee goods are often sold after being insured, the consent of the company shonld he secured to make the insuranee valid. This nay be obviated by making the poliey "for tbe benefit of whom it may eoncern nt the time of the loss." Then the poliey remains in foree no matter who owns the goods.
Valued Policy. - The plnee for the valuation of the property is sometimes left blank. In that ease the value must he determined at the time of the loss. But often the value is inserted; then that value is controlling for both parties. it is then called a valued policy. If in that policy the goods

## INSURANCE

are valned at $\$ 500$ and the loss is $\$ 250$, the company pays only $\$ 250$. If the loss had been $\$ 500$ the eompany wonld bave paid the whole loss. $\Lambda$ full insurance is when value of property and value of poliey are equal.

Seaworthiness.-It is taken for granted that a vessel to be insured is seaworthy. The person insured, not the company, must take the risk. If the vessel proves to be not seawortly the insurance is void, thongh hoth the insured and insmrers were not aware of it.
Lost or Not Lost. - These words in a poliey have reference to the insurance of property on sea when neither the owner nor the eompany know whether it is already lost or not. The company take the risk, also, and will pay the luss at the time the contract is made.
Abandonment.-If property is wholly lost the eompany pays the whole amonnt of its policy. If the partial loss be less than half the value of the property the company pays its dne proportion of the loss. But if the loss is partial, but amomints to more than half the property in valne, its owner has the right to give $n \mathrm{p}$ to the company what remains, and elaim the finll amonnt of the policy. This is called the right of abandonment. If the words "withont right of ahandonment'" are in the policy the company ean refuse to take the property.

## LIFE INSURANCE

Life Insurance is a contract to pay a certain sum of money on the death of a certain person or when he reaches a eertain age.
A Whole-life Policy is an agreement to pay a eertain sum to the representatives of the insured meutioned therein on his death.
An Endowment Policy is an agreement to pay a certain sum to the insured at the end of a fixed term, or to his representatives on his death, should that lappen before the end of the term.
Principles Governing.--Tife insurance is governed by the same legal prineiples, so far as they are applicable, as other kinds of insurance. Any frand or deceit in obtaining a

## INSURANCE

policy, or misrepresentation of essential facts, will render it void.
Insurable Intersst.-Any person can insure the life of another mpon whom he or she is dependent for snpport, or in the continuance of whose life he or she has an adequate pecuniary interest, and a wife is always held to have an insurable interest in the life of her hisband.
The consent of the person whose life is insured must be obtaned to a poliey issued in favor of a third party.
If there is no insurable interest the contract is void, as being a wager policy.
A creditor may insure the life of his debtor for the protection of his delit.
Restrictions are usually imposed by the company, such as to travel only within certain limits, or not to engage in hazardous employments. In such cases, if the insured desires to overstep the restrictions, permission nust be oldtained from the company.
Assigning Policy.-Life insurance policies are assigmahle. The policy itself nsually specifies the way in which the transfer must be made. Generally the assent of the iusurance company is required to an assignment.

## Life Insurance Policy

No. 48,728.
The Occident Life Insurance Company,
In consideration of the representations made to them in the applleatlon for this polley, and of the aum of thirty-four dollars and the further sums of thlrty-four dollars to he pald on the 27th day of January and July of each year during the contlnuance of this poliey. do insure the llfe of Chas. N. Milton, of Fort Leavenworth. in the County of Learenworth, State of Kansas, in the amount of one thousand dollar: for the term of his natural life. And the sald company does promise and agree to pay the amount of the sald insurance at Its office in St. Louis to Chas. N. Milton's legal representatives in sixty days after due notlce and satisfactory proof of his death durlng the continuance of thla policy.

In witness whereof the sald Occident Life Insurance Company bas hy Its president and actuary signed and delivered thia contract thls 27th day of July, I912

Warren Wright, Actuary.

President.
[seal]
Premium \$34. payahle seml-annually.

## INSURANCE

## Indorsed Assignment

I, the underslgned Chas. N. Milion, Insured hy the within polley is sued by the Occident Life Insurance Company, In conslderation of one dollar to me in hand pald by Clarence Dorr, and for other good and suffelent conslderation, do hereby assign and transfer to the sald Clarence Dorr. the aald within pollcy, together with all the right. title, or

Wltness my ha
Fxecuted in tho presence of
EnWARb Everett.

## Recent investigations by a Legislative Committee into the

 management of the leading Life Insurance Companies of New York, have created a world-wide interest in the principles on which the life insurance system is based and the cconomic justification of the system.Big Income and Surplus.-One fact looms out of the investigations so prominently that nobody can overlook it, and that is, that life insurance in the United States costs too mnch. Dhring 1904 the "old line" life insurance companies collected preminms from policy holders to the total of $\$ 472$,000,000 , and received other income (interest and rentals) amounting to $\$ 108,000,000$ more. Their total income was therefore $\$ 580,000,000$, paralleling the incone of the federal government. There were more than 69,000 insurance agents selling policies and collecting these premiums. Not only are the people of the United States now paying into life insuranec treasuries $\$ 0,000,000$ a week, but the "old line" companies hold $\$ 2,250,000,000$ assets to protect outstanding policies or as surplus over legal-reserve liabilities. Adding industrisl and fraternal insurance, fuliy $\$ 2,500,000,000$,-equal, approximately, to the national debt at the close of the civil war,--is now held in trust in life insurance treasuries.
Diverting the Surplus.-Instead of regarding this vast surphis accumnlation as a sacred trust for the widows and orphans of the policy holders, the managers of the great life insurance companies in New York devised methods of dividing it up, in part at least, among tbemselves, their families and friends.
Among the principal means resorted to for thus diverting

## INSURANCE

the surplus held in trust for the policy holders, was the creation of exorbitant salaries for the officers of the companies, questionable louns, boodle funds for political and legislative purposes, subsidiary trust companies owned by themselves, which paid them large dividends throngh their handling of the money of the insurance companies, and syndicates of those subsidiary companies for engaging in bond and stock specnlations for which the policy-holders' money was the only capital.
Big Emoluments of the McCurdy Family.-President MeCurdy, of the Mutual Life, was paid a salary of $\$ 150,000$ a year, his son, holding a subordinate position, get about $\$ 130$,000 a year, and his son-in-law received abont $\$ 147,000$. A purtial estimate of the McCurdy family's wages and commissions since it has been working for the company is something more than $\$ 4,500,000$.
Big Expenses. - Taken together, the expenses of the three big companies, the New York Life, the Mutual Life, and the Equitable Life, are double those of the entire State government of New York. The policy holders of these three leading life insurance companies of New York paid in during the year 1904 five dollars to get two dollars back and to give the managers and agents one dollar. For every $\$ 100$ paid to the policy holders during the year, whether in death claims, matured endowments, surrender values, dividends of what not, the Equitable paid to its officers and agents and thr managing expenses $\$ 43.05$; the Mutual, $\$ 48.30$; and the New York Life, $\$ 48.27$. The expenses have increased from less than 10 per cent. of the old cost of life insurance to more than 25 per cent.
Small Dividends.-During 1904 the Mutual's savings on mortality excess interest and surrender reserves were $\$ 10$, 423,922 , bit the total dividends paid to policy holders were only $\$ 2,717,549$ or less than one-third. The New York Life and the Equitable both paid the policy holders less by a third than the surplus savings even after all the extravagances of management.
Fnough has been dis losed by the investigations to prove that the management of not only the "big three," but all the large companies has been wasteful, almost beyond belief.

INSURANCE
In the case of the l'mulential, for example, it was prove i that if cost $\$ 130,510,0100$ to collect $\$ 3306,100,0100$ from prolicy holders

Compan.es Soivent. - lith in spite of this extrivngance of the compranies, liet stsplicion ot insolvency has beet justified by the investigations thit have been made. The emmpanies all appear to he pomad, all abmadatly able to dischancre their liabilitios. This, however, deres not alter the firet that proliey holder's inversmonts ompht to be worth in sreat datil more that flutir face valre. If the husiness of the comp:nios hand been economically inm homesily condmeted for the benotit of proliey holders, instemal of for the benefit of insiders, ontstanding policies woulil be worth two or three times what they ure worth how. (1r, what amomes to the same thing, the existing protection wond have been obtained for one-half or oaethird the amonnt of preminm paid ia.
Government Control - In Germany the control of private life insmance companies is entrusted to the ministry of the interior. Aud as a result of this supervision hy the German goverament, German life insurance companies are manareal compiratively cheaply. For instance, the balance sheet for 1904 of one large berlin coapany shows that with a preminta revenne of $\$ 2,500,000$, ite adminisl rative expenses amounted to but $\$ 40,000$, including rent, taxes, salaries, commixsions and the usnal oflice, traveling, medical aad other expeases.
Several bills have been introdnced in Coagress lookiag to the reanbation of insnrance by the uational government, and it is to be hoped that some way will be devised, whieh the courts will hold to be constitntional, for compelling the iasurance comapanies to reduce fleir rates at the same time that they rednce their expenses. Preminms shond be ent at least one-third.

The terms "assurance" and "Jnsnrance" are in ordinary usage synonymous; but assurace is confined to life busiaess, and lasurance to fire, mariae and otber miscellaaeous risks. Assuraace was the earlier term, and was used as to all forms fadiscriminately, until about 300 years ago, whea the word "ensnrance," or insnrance begaa to be applied to fire risks. During the past fifty years the practice of insurance

## INSURANCE.

has extended with great rapldity, whilo some of its branches, such as " lle insurance" and "aceldent insurance," havo had an enormous development. Tho simplest idea of insuranco is an agrecment made by a "group of persons" that when a loss shall occur to any of tbem, it shall be distributed over the whole group, each member to be assessed for a proportionate share of tbe loss. The system of "marine" insurnnee began to assume a definite shape about thren centurics ago, and about half a century later "mutual insurance" associations, and " friendiy sucieties" were established and organized. A rivalry between the "proprletary" and the "mutanl" systems began at once, and has continued down to the present day. For many years fire insurance coinpanies were taxed for the support of fire depmetnents, but the Injustice of that system eventually became apparent, and It was abolished. In 1704 societics began to insure "honse. hold goods," and "stocks in trade" for merchants, and the insurance of personal property rapidly became as important as that of buildings. Onc of the first companics established was the "Sun Fire Omice," founded over 200 years ago. Other assoclations, such as the "I'nion Fire Office," and the "Westminster" were formed a few ycars later, and still survive. The earlest known polley of life insuranee was made in the "Royal Exchange" In London In 1583. The "Society of Assurance for Wldows and Orphans" was founded in 1699. Its plan was a crude form of what is now called the "nssessment system." But experience eventually sbowed tbat the corporate form is the obvious remedy for the chief difflculties in the practice of insurance. Individual underwriters may die or fall. Only a permanent institutlon or corporation can be trusted with long contracts. A large capital, greater than an average private fortuae, is demanded and necessary as a guarantee,
"Fire insnrance" is a contract whereby in consideration of the payinent of an agrced premium, the insurer undertakes to make good to the assured any loss or damage whicb may bappen to specificd property during a stipulated period. Fire policles are usually for a specific sum. The amount payable in case of loss is not determined by the value of tbe property

## INBURANCE.

insured, but amply hy the "amonnt of the loss or dat are," the sum payahle in no case to exceed the amount named in the policy. "Average" pollcies contain a clause that the insurer shali be llahie to make good only such propertion out of the loss as the sum ase:red shall hear to the total value of the property at the time of the fire. The contract is contained in a written instrument calied the "policy." Since the passage of tho Gamhling Act in Engiand in 1774, the contract ls void if made on any event whereln the person for whose henefl or on whose account the policy is made, has no interest. Hence the policy states that the loss shall he payahife to the assured "as his interest may appear." The contract is a personal one, therefore the assured cannot transfer the pollcy without the consent of the company. The polley usually contains "conditions," and the contract is entered Into on the hasis of a proposal signed hy the intending assired, called an "appilication." The proposal consists chiefly of written answers to questions and statements of facts framed hy the companles for thelr guidance and protection. It is essentlal that the questione shali he answered and the facts stated truly. A knowingiy faise answer to an enquiry is deemed fraudulent and will vitiate the policy. In eome cases, even innocent mis-statements have sufficed to avoid the contract if it was entered Into on tho faith of thelr helng correct. Every fact that is in Itself material to be known to the insurer ought to be communlcated, and the property should he uccurately described.

In Canada there are statutes, hoth Dominion ai:d Provinclal, governing and regulating varlous kinds of insurance. The Dominion Insurance Act of 1910 Is a general act appifcable to the whole of Canada, hut there are certain Insurance companlee and classes of insurance excepted from its operation. The Minister of Finance ls authorlzed to issue a license to any insurance company to whlch the act applles, to carry on huslness within the Dominion. The Act applies to llfe insurance and to fire insurance in all thelr forms, also to accident, guarantee, fidelity, hond, hurglary, weather, cycione, tornado, plate glass, eteam holler, sprinkler leakage, iniand transportation, sickness, credit and several other kinds of Insurance.

## insurancb.

Every company mnit make a deposit with the Minister of Finance and obtain a license before commencing bniness. The Governmont appoints a "superintendent," who acts under the authority of the Minister of Financo, keeps a record of the securities required to be deposited, and of the licenses lssued, and who must personaily visit the Head Office of each company in Cannda once a year and make an nnnual report. Each cempany is required to send in to tho Minister annualiy a sworn statement of its assets and liahilities, income and expenditure. In the case of any loss by fire, on property insured in Canada, remaining unpaid for sixty days, the license of the company may be whihdrawn by the Minister. Another provision says, "No fire policy shall be issued for or extend over a ionger period than three years."
"Life Insurance" is a contract by which the insurer undertakes to pay a given sum, upon the happening of a particular cvent contingent upon the duration of human life, in consideration of the immediate payment of a smaller sum. Every policy delivered in Canada by any ufe insurance company, ifcensed to carry on business within Canada, shail be deemed to contain "the whole contract between the partles," and no provision shall be incorporated thercin by reference to rules, by-iaws, obligations or any other writing, unless they are endorsed npon or attached to the polley. No company can carry on an "assessment iffe" insurance husiness in Canada without being licensed and registered, and compiying with the other provisions of the Act. Death ciaims are declared to he a first charge on all moneys realized on assessments, and no portion of such moneys enn be used for any expense whatever, Any action to enforce the ohligation of any policy may he taken in any court of competent jurisdiction, in the province where the pollicy holder resides, or Inst reslded before his decease.

The directors of each company are authorized to make "by-laws," not contrary to law, nor to the special act under which the company is incorporated, nor to the Insurance Act, The books of the company shall be open to the inspection

## INSURANOB.

of the whareholders and creditors, and in tho easo of life companies, to Inspection hy participating policy holders, at the Head Office or chicf place of husiness of the company.
"Provinclal Inanrance Companies"- Each province hns its own Insuranco Act, authorizing the incorporation of conspanies to undertake and carry on fire, life, accident, Inland marine nid other kinds of insurance husiness within the provincc. The executive councli of each provinco has control over provincial companies so incorporated.
Provinclal Insurance Acts are necessnrily similar, and thelr provisions are generally to the same effect, as thoso of tho Dominion Act.

There are "statutory condilions," which provide (a) That the Insured shall forthwith, after a loss, notify the company in writing, and where this condition is not complicd with the insured may not be able to recover. (h) That if the property is assigned without a written permission endorsed upon the policy, the policy shall therehy become vold. But this condition does not apply to a change of title hy succession or operation of law, or hy reason of death. (c) That money, books of account. and securitics for money are not insurahie. (d) That if the assured has any other insurance on the property covered hy his policy which is not disclosed to the company, or if he afterwards effects other insurance thereon without the written consent of the company, he will not he entitied to recover in excess of sixty per cent. of the loss or damage, hut if the non-disclosure of the other Insurance is for a frandulent purpose, the policy shall hecome vold. ( $\theta$ ) That any change in the property insured which is material to the risk and within the control or knowledge of the assured shnil arold the pollicy, unless the change is promptiy notifled to the company. (f) That the company is not liahle for the loss of property owned hy "any other person than the assured," uniess the interest of such person is stated in or upon the policy. (g) That where the Insurance is upon hulidings or their contents, and the loss is caused hy the want of hrick, stone, or cement chimneys, or hy stoves or stovepipes helng, to the knowledge of the assured, in an

## INsUR.INCE.

unsafe condition, or improperly secured, or if noods are damnged or destroyed while underzoing any process in or by whicb the application of "fro heat " is necessary, or if the goods are dnmnged while the buldings are being aitered or repaired, and in conserfuence thercof; or if the damage oceurs while jetrolcum, coni oll, gasolinc, or any other inflammable fluid or lifuid. or more than gis punds welght of gunpnwder is or are stored or kept in the building insured, or contained in the property insured, untess fermisminn is given In wriling ly the cominany, tbe company shall not be liable for the loss.

There is an exception which permitg tbe keeping of refined coal oll for lighting purjosos, in quantities not exceeding five gallons, and lubricating oll to the samo ifmited quantity.
(b) That in the event of there bcing any otber insurance upon the property at the time of the bappening of any loss or damage, each company shall oaly bo linble for a rateable profortion of the loss or damage, or for such amount as the assured may be entitied to recover. (1) That loss or damage occusiened by lightning or exjlaslan mast be made good. Companics may reserve to themscives the right to terminato a jolicy by giving seven days' noticc, and by repaying a rateable proportion of the premium for tbo unexpired term. If the insurance is upon tbe casb plan, the assured may tcrminate it by giving written notice to the company or its ngent. All written notices may be by letter delivered to tbo assured or by registered letter addressed to him at bls last post-office address. Where property insured is only par. tially damaged, no abnndonment of the same will be allowed unless with the censent of the company. Any jersnn entitled to make a clainn under the pniley shonld forthwitli give notice In writing to the enminny, and dellyer an acenunt of the loss as the nuture of the case permilts, and furnlsh therewith a statatory declaration verifying the acenant, and stating the cnuse of the fire and how It originated, etc. Tbe assured sbould also, if possible, produce books of account, warebouse recelpts, stock lists, lavolces and other voucbers in support of bis claim. Any fraud or faise statement in any statutory

## INEURANCE.

declaration or cialm in relation of any of anch particulara, wifl vitiate the cialm. Wber there is diapute botwesn the company and tbs assured with regard to the value of the property insured, or saved, or as to ths amount of the loss, such questlons may be submitted to "arbitration" in the usual way. Ths company bas the right, instead of making payment for the loss, to repalr or rebulid the buliding destroyed, or to replace tbe property damaged or lost, provided notice of such intsition fs given to tbs assured within fiftcen days after recelpt of proof of the loss. The right of action agalnst Insurancs companies for claims becomes harred at the cxplration of one year next after tbe loss or damage occurs, if the action is not commencsd within that time.
Provincial legisiatures have paseed acts requiring forefgn or extra-provincial insurance companies to register and pay a llcense fee to entitle tbem to do business withln the province.

## accident and casualty insurance.

Aceldent and Casnalty insurance provides Indemnity, not only agalnst loss or injury from personal atcldent, hut also against loss from varlous fortultous bappenings.

Acclileat Insnrance, as applled to the death or Injury of persons, ueually providee for a stipulated sum to be pald on tbe deatb by accldent of the lnsured and a specific indemnity for tbe loss of one or hotb eyes, one or botb bands, or one or botb feet, wbile by the addition of about one-ffith to the ordinary premium rate double indemnity is promised for death or dlsabllng lnjury while riding upon rallwaye and other publle convsyances. Some companics etlpulate to pay, besides tbe usual indemnity in case of accidental deatb, a weekly beneft for a partially disabling accident.

Casnaliy Inenrance covers losses hy fortuitous bappenings In many kinds of husiness. There are companies wbich ineure against elevator accidents, breakage of plate glass, loss tbrough dlshonest employees, liablity of smployers for accidents to tbose $\ln$ tbeir employ, accldents to steam boilers, etc.

## IMMIORATION

## IMMIGRATION

> An "emigrat" in a pernon who removes his habitation from one eountry to settle in another. in "Imminrant" is a person whe comes fatn a country for the purpose of acquirlag permanent residence. Every civilized country hns laws with regnrd to alfen Iminigrants. The Imporial Inrilament has enncted laws with regard to the inmigration of "allems" Into the United Kingdom, and lins appointed offcers whose duty it is to inspect immigrants and to reject undesirables. "Permission to land" miny he witiheld in enses where an immigrant does not possess the means of supporting himseif, or if he is a lunatic, or has heen convieted of some crime in the country from which he comes, or if he is coning into the country for the purpose of escaping prosecution or punishment, etc. In t'nnada the law relating to "nliens" is under the exclusive Jurisdiction of the Dominion larilinment. The Dominion Parifament has, therefore, passed an "Immigration Aet," which was revised and consolidated in 1910 and thereafter slightly amended in 1911. The let provides that a person who enters Canada with the inteation of acquiring Canndian "doniclle," shali he regarded in law as an Immigrant, and that no inmigrant, passenger, or other person, unless he is a Canadian citizen or has Canadian domicile, shall he permitted to land in Canada, or if ho has landed or entercd Cnnada, shall he permitted to remain therein, who can he classifled as belonging to any of the "prohibited cinsses." The prohilited ciasses are: (a) Idiots, Imheclies, feehie-minded or insane persons, or persons who have heen Insane within five years previous. (b) Persons afficted with any loathsome disease, or with any disease which is contagious or infectious; provided that if such disease is one which is curahie within $n$ reasonahly short time, such person may he permitted to remain on hoard, or to leave the ship for medieal treatment. (c) immigrants who are dumh, hifind or otherwise physicaliy defective, uniess in the opinion of the Board of Enquiry they have sufficient money or have such profession, occupation, trade, or employment that they are not liable to hecome n puhile chnrge; or helong to a family which gives security against such immigranta hecoming a puhlic charge. (d) Persons who have

## Immioration

heen convicted of any crime, Involving moral turpltude. (e) Prostitutes, and women or giris coming to Canada for any lmmoral purpose, and persons iiving on the avalis of prostitution. (f) Persons who procure or attempt to hring lnto Canada prostitutes, or women or giris for the purpose of prostltution. (g) Professional heggars or vagrants, or persons likely to hecome a puhifc charge. (h) Immlgrants to whom money has heen given or loaned hy any charitahie organization for the purpose of enabllng them to qualify for landIng ln Canada, or whose passage to Canada has been pald wholiy or $\ln$ part hy any charltahie organization or out of puhlic moneys; unless it is shown that authority in writing has been ohtained from the superintendent of lmmigration for the fandlng in Canada of such persuns. (i) Persons who do not fulfill, or meet, or comply with the conditions or requirements of any reguiations which for the time heing are in force and applicahie to such persons.

The Governor-in-connell is anthorized to appoint a "Snperirtendent of Immigration," "Commissioners of Immlgration," and such other officers as are dcemed necessary for carrying out the provisions of the act, and to estahilsh and maintain immigration offices at such places within and outslde of Canada as may seem proper, and to appoint or employ, cither permanently or temporarily, any suhordinate officers required $\ln$ the furtherance of the ohjects and provislons of the act, inciuding medical officers, inspectors, guards, matrons and nurses at immigration stations.
Before any passengers are permitted to leave a vessel in Canada, the immlgration offlcer in charge may go on hoard and inspect such vessel, and examine and take extracts from the manifest of passengers, and from the hlli of heaith, and the master shali permit any examlnation of passengers required to he made on hoard his vessel whenever so dlrected hy the immlgration offlcers in charge.

Every passenger seeking to land in Canada is required to go heforo an immigration officer and snhmit to an examinatlon, efther on shiphoard or on train or at some other piace designated for that purpose. Each person on examination is required to answer truiy ail questions put to him; and every person so examined may he lmmediately landed unless the

## IMMIGRATION

examining officer hae reason to helieve that the landing of such passenger woutd he contrary to any provision of the Immigration Act. Where the examining officer has any douht, the person shnil be detained for further examination hy the officer in charge, and upon the conciusion of the examination such person is either immediately landed or rejected.
The Minister of the Interior is authorized to appoint threo or more offlcers to act as a permanent "Honrd of Inquiry" at any port of entry. An order of "deportation" may he made hy the Bonrd of Inquiry or hy the officer in charge, a copy of which shail he served on the person rejected, and a copy must he served on the master or owner of the ship, or on the agent of the company hy which such person was hrought into Canada, and the rejected person shall thereupon he

## NATURALIZATION

"Natnrailization" is the procednre by which an alien is made a subject or citizen of any state. It is the act hy a nation of adopting a foreigner and admitting him to take part In its national polity. The naturailization of aliens in Canada ie one of the suhjects aselgned exciusively to the Phrliament of Canadn. The provinces have no authority to legisiate upon the euhject. The Natnralization let passed hy the Parilament of Canada provides that "real and personal property" of any deecription may he taken, acquired, heid and disposed of hy an allen, in the same manner as hy a natural horn British suhject. A titie to real and personal property of any description may he derived through, from, or in succession to an ailen, the same as if euch afien were a British suhject. But aliens are disqualifed from lolding office, and they cannot legaify he elected for any mnnicipal, parlinmentary or other franchise. Any alien who has resided in Canada for a term not less than three years and who intends when naturalized to reside in Canada, may take and suhscrite the oaths of "residence" and "alleglnnce," forms of which are given in the Act. The oath of residence saye in suhstance that the party (taking the oath) has resided three yeare in the Dominion of Canada, with Intent to eettie therein.

## NATURALIZATION

The oath of alieglance is the usnal oath. Theee oaths may he taken before a judge of any court, or a commissioner authorized to administer oaths, or a justice of the peace or other magietrate, or hefore a notary puhific. The person hefore whom the oaths are taken is authorized to give the applicant a "certificate" stating that he hae taken the oaths, and that the judge or other officer has reaeon to helieve and hefievee that the applicant has resided for that length of time in Canada, and that the appificant is a person of good character, etc. This certificate eo given hy the judge, magietrate, commissioner or notary is presented in the Province of Ontario, to the Court of General Sessions of the Peace of the county in which the allen resides, or to the Court of Aesize. In Qnehec it is presented to the Circnit Conrt within the ilmits of the furisdiction in which the alien resides. In Nova Scotia, New Brunswick, Prince Edward Island, British Colnmhia, Aiherta and Saskatchewan, it te presented to the Snpreme Court at some sittings thereof in the dietrict where the alien reeidee. In Manitoha it is preeented to the Connty Conrt, and in the Yukon Territory it le presented to the Territorlal Court. With the exception of Saskatchewan and Alberta, a notice of the intention to present the certificate, etating the name, reetdence and occupation of the applicant, muet be posted up in the Court Honse three weels hefore the elttings of the Court. The appication must he openiy announced in Court, giving the name, residence and occupation of each applicant. In Saskatchewan and Alberta a copy of the certificate muet he posted up for two weeks in the Conrt Honse, and must he transmitted to the judge with any ohjections which may have heen fifed. Where there is no ohjection, a "Certificate of Vatnralization" is issued. If any ohfectione are fifed, the judge or court appoints a time to hear and dispose of the matter. Where a person who was horn a British snhject, hut who, while a : wudent in some foreign country, hecame a citizen of that country, hy making a deciaration of alfenage, or otherwise, has returned to Canada and deeiree to he readmitted to Britieh citizenship, he may, after a residence of not lese than three months, take the oaths ahove mentioned, and then apply to the proper court or authority tor a "Certilicate of Admission to British

## NATURALIZATION

Nationality," readmittling him to the status of a British subJect within Canada. A married woman, while within Canada, ehall be deemed to be a subject of ths stats of which hsr husband is for the tims being a eubject or citizen. If a father, belng a Britleh eubject, becomes an alien, svery child of euch father or mothsr who, during lnfancy, has become a resident of ths country whers the father or mothsr is naturalized, ehall withln Canada be deemed to bs a subject or cltizen of ths etate of which the fathsr or mother has becoms a subject. Minor children of allens, whoee parents have becoms naturallzed and who are reeldent withln Canada, ehall havs ths etatus of British eubjects. In Great Britain, ths naturaiization of allsns as British subjecta is regulated by the Naturalizatlon Acts of 1870 and 1895. An alien, naturallzed as a British subjsct under ths Imperial Act, has the statue of a Britieh eubject in svery part of the Britieh Emplre. The ruie of the English Common Law le, that every pereon born within ths Britieh Dominione ls a British eubject. But of course there ars exceptions to this rule. For sxampis, the chlidren of foreigners do not becoms British eubjecte msreiy from the fact that they wirs born within ths British Dominione.

## PATENTS IN CANADA.

The Patent Omoe is a Branch of the Department of Agrioulture, and tha Minister of Agriculture for the Ulma being is tha Comminaioner of Patents.
Any person whe has invented anv new and useful ant, marhina, manufucture or composition of matter, or any new and usefus improvamant in any art, machine, manutacture or compoaltion of matter, which was not known or used by any otbar parson before his invention thereot, and whioh hee not been in publio use or aste with the consent or allowance of tha inventor thereot for more than ona yesr previoualy to his application for patent tharefor in Canaria, may, on a patition to that effeot, presented to the Commimioner, and on comnilanee with tha otbai requirements of tha Act, obtsin a patent granting tosuch parion an excluslve property In ench invention.
No patent whall ievue for an invention which has an ullett obfect in viaw, or for any mere selentific principle or sbatrect theorem.
Any percon who has invented any inprovement on any patented invention, may obtain a potent for auch mprovement; but he ahalli not thereby obtaln tiac right of vending or. uning the originaf invention, in or ahall the pateat for the original Invention confer the right of vending or using the petented improvement.
The Patentes or his legal representotives mist, within two yeare from the date of the patont or an aithorized axtemaion thereof, commence and continuousiy carry on in Canada tha conatructlon or manufantare of the invention patented in such manner that any person desiring to une it may obtain It, or caure it to be mada for him at a reasonsble price at some inanufuctory or entablithmant for making or construeting it in Canadi. II altar twelva montbe from tha granting of pantent, or an suthorized extention thareot, tha Pstwopee or his legan representatives imports, of causea to ba Imported, into Canda thu invention for which the palent is granted, such patent shall be vold as to the interent of tha portion so lmporting.
The Commissioner, upon astifactory causa being shown, rany grant to tha Patentee or his legal representetiver an extonaion for a further term not exceeding 00 year beyond tha twelve montbs dnring whlch he may import into Canada the invention: such applica. thon muart be made witbin thres months beforo the axpiry of the said twelve months.
An Inventor oblaining a patent for his invention in a toreign country before obtaining a Canadlan patent, may obtain the jatter it man a be applied for within one year from the data of the lesua of tha firet foreign patent; and it witbin three months after the dato of ivera of a foreign patent tbe Inventor gives notice to tha Comminofoner of his intention to apply for a Canadian Patent for such invention, tben no otber par. son having commenced to manutacture the saras devica in Cannda during such porlod of one year ahall ha enatled to cantlnua tha manafanture of tha sama after tha Conmilian patent has been obtafned whithout the consent or allownee of tha inveotor.

Upon appilication for a patent, or uithin eix months after isaue of the patent, the Commissioner niay order that, Inotead of the ahove provialons an to manufacture In Canala within two $y$ cars, such pataut ahall be enluject to the following conditions:-Any person, while the potent continues In force, nay apply to tha Cummissioner for a license to make. construct, use anul well the patented Invention, and it tite Comumissioner in antisfed that the remoonalie requirements of the pullio have not been satisfled by reason of the neglect or refusal of the Patentee of his legal representatives to minke, construct, une or seli the inventlon, or to grant licenses for no doing to others on reasonabla terma, he may make on order under his hand and the seal of the Patent office refuitri a the owner of tha patent to grant a llcense to the perisn appiying therefor apon such terma as to royaltes, etc., as tha Commiesioner deems just, and it the Commlsuloner makes such an order, and the owner of the Patent rofuses or neglects to comply therewith within three Calendar monthe after a copy of it is addrensed to him or to his duly nuthorized agent, the patent and sil rights and privilegen thereby granted ahali cease and determina.

An appllcation for a patent io mada hy a petition where. In the title or name of thainvention lo ret forth, and in which the spplicant deelares that he iv tha inventor of thy invention, as well as placing. his domictle st mome known and apecifed pteca in Canada, and such patition muet be verified by afthdavit or affirmstion of the appllcant that he belicyes ha is tha inveotor of ia said fn vention, and that the statementeln the patitlon are trua. Should tba inventor be dead, such oath or afflrmation may be mada by his aseignea or legal reprementativa, and with the petition must be filed a mpecfication (in duplicato) of tba invention which ahall correctity and fully desoribe tha mofa of oparating mane, the contrivancen and thinge claimed as naw, and for the uee of which axelusive proparty and privlege is cinimed, and ahall bear tha nama of tbe piace where, and date wben, meda, and shafil be slgned by the spplicant and by two witnewes. In tbe case of a machine, the apecilication thall f:lly sxplain tha princlpla and eaveral modes in which it it intended to spply, and work out tha same; and wbers tha invention aduits of fllustration be means of drawinge, the applicant ohall aloo send in drawings in duplicate, ahowing ciearly all parts of tha inventlon. In all cisea in which the invention admite of representotion by model, the appilicant, is required by tha Commisotoner, aball also furnith a model of convenient sise; and when the invention is a compoaition of matter, tha applicant shall allo, on fike requent, furnlsh apacimens of tha ingrediento and composition sufficient in quantlity for the purpote of exporiment.
In tha ouse of connicting applientions tor any patant, provision fo fonda for rubmitting eame to tha arbitra. tion of three akilled parsona, two of whotn shall bo chowen by tha applleante aod tha third by tha Cornmis. sioner, and the decision or award in writing of such arbitratorit, or of any two of them, sball be final.
of the dmits puired con-


A patent in granted for a term of eighteen yoars, hut at the tima of the agpileation it in optional for the appliount to pay the fre for the term of aix yeara, or ewolve years only, as dedred, and, undem further renewal paymentu are madic, the potent axplires on much ditell reapoctively.
The patent may lee asslgned, but unlese name duly reglotered in the Patent Office whall be null and vold as againt any aubsequent avoignee.
Every perion who, without the consent In writing of the Patentue, makes, conutructs, or pute Into practice any inveution for which a patent has been oltalued, or who procures such invention from any person not suthorized by the patentee, antl who used lt , ahall be Hable to the potentoe, or his legal representative, In damagea,
Any action for theringement of the patent may be brought in any Court of record haviug furledlection to the amount of the damages claimed in the Province in which the Inifingeinent if alleged to have taken place. Pro ceedinga may also be taken In the Exchequer Court, which has Jurisdietlon over the entlre Dominlon of Canada.
Every patentee thall utamp or engrave on mach patented artlele sold or offered lor sale hy him the year of the date of the patent of such articie, thun:"Patented 1805, " or as the case may be; or whinn, from the nature of the articte, thls cennot be dona, then by alfixing to it, or to cerery package whure onc or more of wuch articles is or are curclosed, a label marked with a like notice. For violatlon of this provision there In Jm. jroned a penalty not exccecting $\$ 100.00$, and, In default of payment thercol, lumpisumment for a term not ex. ceeding two months.

Falsely marking nil article as patented with the Intent of countertelting or finilating the ntamp, mark, or de. vlee of the patent of another person, or of decelving the publlo, or offering for salu as patented any articio not palanted in Cancula, in a misitcmeanour, and for which there lo a fine not exoeesing $\$ 200.00$, or linprisonment for a ternn not axceeding three months, or both
Any intending applicant for a patent who hay not yet pertcoted him inventlon, antt in in fear of beling despoiled of him iden, may ale in the Patent offlee a descriptlon of his Inventlon so far, with or without plans, of hle own
will, and the Conimissloner, on payment of the prescribed lee, shall causo the sold document, which ohall be called a caveat, in lo proserved in secrecy, and, il application is mads hy any other person for a patent Intertering In any way therewlth, the Consmimioner whall forthwith glve notire, by nuall, of nuch application to the person ailling anch caveat, who ahall, within three months therester, it he wishes to avall hinuelf of the caveat, Ale his petition, and taka the other atepa necessary on an application for a patent. The appllication for the patent must be made within one year from Ailng of caveat, otherwlee the Commlsaloner for relliver Irom the oblyration of giviug notlee.
The Government of Caneda may, at any time, use any patented invention by paying to the Patentee such sum as the Commisploner reports to be a ressonable com. pensotion for the use thereof.

All specificatlons, drawings, modets, disclaimare, Judgments, and other papers, except caveata, thalt be open to the inspection of the public at the Patent Omlce, under such regulationim as are edopted In that behali.
The following leet are payable:-Full fee on patent for 18 years, 860.00 ; partlal fee for 12 years, ser. 0 ; partial fee for 6 yearn, 880.00 ; for furthur term of 12 yeara, 110.00 ; for further term of 0 yeare, 820.00 ; on: Aling caveat, $\$ 5.00$ : on registering assignment patent, 2.60 ; for oopy of patent, with apecification, \&4.00.

The dislursements for fling an applleation In Great Britaln are tej.00; France, $\$ 20.00$; Germany, $\$ 5.00$, and \$7.50 belore lissuing patent; Australia, 80 ; Ruscia, 875.00; British India, *20.00. The German and French patents cover not only Germany and Frame but also their colonies. The Russlan patent extende to all of thit
Ruasian possenslons.
The dislursements for alling an appllsation In the Australian States, namely, Queensland, Vietorla, New South Wales, Solilh Auslralia, Western Auntralla and Tasmania are $\$ 5.00$ oun filing of the applieations, $\$ 10.00$ on allowance of same and \$25.00 for preparation of the enaling of patent ; New Z/enland, 8:0.00; Mexice, 976.00 ; Natal, $\$ 50.00$; Japhan, 975.00 ; Jamaica, $\$ 150.00$.

## PATENTS, TRADE MARKS AND COPYRIGIITS

## PATENTS IN THE UNITED STATES

How Ohtained.-Application must be mado to the Commissioner of Patents, accompanied hy carefuiiy prepared papers and drawings, Foreigners may ohtain patente ae weli as citizens of the United States.
Assigaments.-Every patent or auy interest therein shall be assignabie In law by an lnstrument in writing. The patentee or his assigns may also grant and convey in iike manner an exolusive right under his patent for the whoie or any epecifled part of the United States.
Mark.-Every patented article, before it is soid, must be marked patented, so as to give notice to every one that lt is patented.
Intringement ie the making, using or selling the patented article without the permisalon of the owner of the patent. Ite consequences are twofoid: (1) The infringer must pay to the owner of the patent whatever damages the iatter euffers through the Infringement, equivalent usually to the profits which the infringer has made; (2) the court wiii compel the infringer to etop. By these two methods the exciusive right is enforced.

## Fees Required by Law

1. Application.-On fling each original appiicatlon for a patent except in design cases, fifteen dollars.
2. Original Patent.-On issulng each originai patent, except in design cases, twenty dollars.
3. In Deaign Oases.- For three years and eix months, ten dollars; for seven years, fifteen dollars; for fourteen years, thlrty doilars.
4. Oaveat.-On fling each cereat, ten dollars.
5. Ro-Issue of Patents.-On every application for the reissue of a patent, thirty dollars.
6. Disclaimer.-On filing each disclalmer, ten dollars.
7. Extension of Patent.-On every application for the extenelon of a patent, fifty dollars.
8. Crant of Extension.-On the granting of every extension of a patent, fifty dollars.
9. First Appeal,-On an appeai for the first time from the primary examiners to the examiner-In-chief, ten dollars.
10. Every Appeal.-On every appeal from the examiner-inohlef to the commissloner, twenty dollars.
11. Oertifiod Copies of Patents,-For certifled copies of patents

## PATENTS, TRADE MARKS AND COPYRIGIITS

and other papers, including certified printed copies, ton cents per hundred words.
12. Recording,-For recording every assignment, agreement, power of attorney, or other paper, of three hundred words or under, one dollar; of over three hundred and under one thousand words, two dollars; of over one thousand words, three dollars.
18. Dopies of Drawing.-For coples of drawings, the reasonable cost of making them.
14. Tuil Information.-These fees may be paid to the Commlssioner of Patents, or to the Treasurer or any of the assistant treasurers of the United States. If you desire to secure a patent write to the Commissloner of Patents, Washington, D. C., and you will recelve all the necessary papers, hlanks, and complete instructions and directions.

## OAVMTS

A caveat, under the patent law, ls a notice given to the offlce of the caveator's olaims as inventor, in order to prevent the grant of a patent to another for the same alleged Invention upon an appllcation filed during the life of a caveat without notlee to the caveator.

Any person who has made a new Invention or discovery, and desires further time to mature the same, may, on payment of a fee of ten dollars, fle in the patent office a caveat settlng forth the ohject and the distinguishing oharacteristles of tho inven tlon, and praylng protectlon of hls right until he shall have matured his invention. Such caveat shall be filed in the confdentlal archives of the office and preserved in secrecy, and shall be operative for the term of one year from the filing thereof. The careat may be renewed, on request in writing, by the payment of a second fee of ten dollars, and it will continue in force for one year from the payment of such second fee.

The caveat must comprise a specification, oath, and when the nature of the case admits of it, a drawing, and, llke the application, must be limited to a single inventlon or improvement.

## TRADE MARES

A trade mark is a mark, emblem or symbol which a merchant or manufacturer uses to denote his own goo's. It is usually attached to them and may be in tho form of letters, words or ornsmental designs.

## PATENTS, THADE MARKS AND COPYRIGHTS

The Right Acquired in a trnde mark is the exclusive right to use lt , or, in other words, the right to keep others from using that trade mark.

Manner of Acquiring.-In Canada the right In a general trade mark, that ls, one which is used hy a merchant or manufacturer to distinguish hia goods of various kinds from ali other makes, is acquired hy registering the mark with the Minister of Agriculture (Trade Mark Branch), and the payment of a fee of $\$ 30$. There is no limit to its duration. A specifle trade mark, that is, one which is only used for a particular kind of goods, is acquired hy registering the mark in a similar manner and the payment of a fee of $\$ 25$. it is good for twenty-five years, and renewahie for $\$ 20$.
Infringement of a trade mark is prevented in the same way as in the case of patents, viz., hy a suit against the infringer for damages and for an injunction to compel him

## COPYRIGHT IN CANADA.

How Obtained.-Three coples of the hook, picture, drawing, map, chart, etc., muet he forwarded hy the author or puhlisher to the Department of Agriculture, except in case of a painting, sculpture, etc., where a description wlil answer in place of the copies. The fee for registration is $\$ 1$, and for 50 cents a certificate of registration will he sent to the author.

In Newfoundland only two coples are required, and the fee for registration is $\$ 1$. Addreas the Coionial Secretary,

Duratio
Duration of Copyright.-In Canada a copyright of a work such ifid during the iife-time of its author endures during such lifetime and seven yeara ionger; if the work is not puhisished untii after the author's death the copyright endures 42 years from ite first puhlication, and if an author dles hefore the end of the 42 years from the first puhlication of hls work the copyright endures the fuil 42 yeare.

Form of Application for Canadian Copyright. To the Minister of Agriculture, Ottawa.

I, John Jones, of the City of Montreal, in the Province of Quehec, herehy deciare that I am lawfuily entitled to the copyright of the hook entitied (here give titie of the work), of which I herewith forward three copiee, and that sald hook has heen printed in Canada; and I herehy request that you register eaid hook in my name in accordance with the provisions of the Copyright Act.

Signed at Montreai, this third day of May, 1912, In the presence of the two witnesses undersigned.

Witnesses:
AMOS AMES.
JAMES MOORE.

## PATENTS, TRADE MARKS AND CUIYRIOHTS

## Copyright Lawa of the United States

## As Revised by an act of Congress, including the provislons for

 foreign copyright, of March 8, 18011. How Obtained. - A printed copy of the title of the book, map. chart, dramatic or musleal compoaitlon, engraving, cut, print. photograph or ohromo, or a description of the palntlig. drawing, statue, statuary or model or deaign for a work of the fine arts, for which copyright is deslred, must be delivered to the Librarlan of Congress or deposited in the mail, within the UnIted States, prepaid, addressed

> Lihrarian of Congress,
> Washington, D. C.

Thle may be done on or before the day of puhlication $\ln$ this or any forelgn country.

The atyle of print is lmmaterlal; that of a typewriter will be accepted.

The printed title required may be a copy of the tltle page of such puhllcations as have title pagea. In other cases the title must be printed expressly for copyright entry, with name of claimant of copyriglit But a separate tlte is required for each ontry, and each title must. be printed on puper as large as contmerclal note The tltle of perlodical must include the date and number, and each number of the periodical requires a separate entry of copyright.
Full Name.-Every applioant for copyright should state distinctly the full name and residence of the clalmant and whether the right is claimed as author, designer or proprietor, No affldavit or witness to the appicatlon is required.
2. Dopyright Fees.-The legal fee for recording each copyright claim is fifty cents, and for a copy of this record (or certificate of copyright under seal of the office) an additional fee of fifty cents is required, making one dollar, if certificate is wanted, which will be malied as soon as reached in the records.

For puhlications which are the productions of persons not citizens or residents of the United States the fee for recording title is one dollar, and fifty cents additional for a copy of the record.

Copies Required.-Not later than the day of publication in this country or ahroad, two complete copies of the best edition of each book or other article must be delivered or deposited in the mail within the United States, addressed to Librarian of Congress, Washington, D. C.

## PATRNTH, TRADE MARES AND COPYRIGHTS

Nust Be Amarican, -Booky muat be printed from type set in the United States or from piatee made therefrom; photographs from negatives made in the United Statav, ohromos and lithographe from drawinge on atone or tranafors therefrom made in the United Stater.
Ponalty.-Without the deporit of coples obove required the copyright is void and penalty of twenty-five dollars is inourred. No copy is required to be deposited elsewhere.
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## PATENTS, TRADE MARKS AND COPYRIGHTS

Tme of Publiention,-A copyright may be meoured for a projected work as well as for a completed work. The publication must, however, take flace "within a reasonahle time."
Assignments.-Copyrights are assignable ky any instrument of writing Suci assignment muat be reconded in the office of the Ifiharian of Congreas within slxty days from execution. The fee fur this record is one doilar and for a certlicate copy of assignment one dollar. A duplicate copy of any copyright record costs fifty cents.
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The right of citizens or subjects of a foreign nation to copyright in the United Stater extende hy presidential proclamation to Great B-itain, Franoe, Boigium, Switzeriand, Germany, Italy, Denmark and Portugal; and Americans can secure copyrights in those countries hy making their arrangaments there in conformity with the laws of those countries. The Lihrarian business.

Foroign Oopyright. - Americans to ohtain a copyright in Great Britain must have titie entered at Stationer's Hali, London, the fee for whioh is five shilings sterling, and five shillings additional if a certifed copy of entry is required. The work must be puhiished in Great Brjsain or in her dominions simultaneously with its puhlication in the United States, and five coples of the puhlication are required, one for tie British Museum and four on demand of the Company of Stationers for four other iibraries. Copyright may be secured in France hy an American hy puhlishing two coples of the publication at the Ministry of the Interior at Paris No fee or entry titie required. Copyright in Canada is to be registered with the Minister of Agricuiture at Ottaws; fee, one dollar for registry and fifty cents for certifcate, and the work to be puhlished in Canada and two oopies depositted.

## DESCENT AND DISTRIBUTION OF ESTATES

## DESCENT AND DISTRIBUTION OF ESTATES

In British Columhia.-Real estats descends to, first: 1, llneal dencendants and those cleiming hy or under them per stirpes; 2, the father; 3, the mother; 4, colleteral relstives; 5, curviving wife or hushand, in case intestets leaver no lawful descendents, is entitled to one-half of real estate, and in csse intestete leeven descendants, then to one-third for life. Personal estate dewcends eccording to the English Statute of Diatrihutlons.

In Manitoba,-lif an Intestate die leaving a widow end child or chlidren, one-third of his real and personsl estate goes to his widow and two-thirds to his child and children In equel sharee, and, in csse of deceese of any of his children, to such as legeliy represent him. In case of no lsaue, the whole estate, resl end personal, goes to the widow; if lasue and no widow, to the issue; if no wldow or issue, to his father; if no widow, lssue or father, to hls mother, hrothers, end slsters in equal ${ }^{\prime}$ eres; if no wldow, issue, father, hrothers, or slaters, to hia mother; if no widow, isaue, father, or mother, to his hrothers and sistere in equal shares; or if eny of his hrothers or sisters he deed, their children take the perent's share. All these falling, to hild next of kin; hut in no case are repreeentativea admitted among collaterala efter hrothera' or alsters' children.
In New Brunswick.-Reel estete, suhject to widow's dower, is divided equaliy emong the children of the intestate, then to the next of kin and their repreaentatives. Personal property la divided as follows: One-third goes to the widow of the intestate, and the residue in equal portions to the children, or, it deed, to their inneel descendants; if there he no children or legal representatives subsisting, the widow then takes one-half, and the other half goea to the next of kin in equal degree; and if there he neither widow nor children, all to next of kin in equal degree, and their representatives.

## descent and distribution of estates

In Nova scotla.-When a permon dles Intentata, any raal estate to which he may be entitled at tha time of his death descenda as follown: 1. In equal mares to chlldren and issue of decensed children according to the right of representation. If no child Ilving, to hle other Ineal descendants, who shall share equally, if in sama degree, otherwlso necording to the right of representation. 2. If no lsoue, one-half to father, oae-half to wldow in lleu of dower; if no wldow, the wholo to father. 3. If no lssuo nor father, one-half to widow, other half in equal sharas to mother, hrothera and slators, and tha chlldren of any deceased hrotber or slster hy right of reprementation. 4. If none of foregoing, la equal sharea to his next of kin in equal degree, excepting where two or moro collateral kindred in equal degree hut clalming through different ancestors, those clalming through nearest ancestor ahall he preferred, but in no case shall representatives ba admitted among colfaterals after hrother'a and slater'a chlldren. 5. If person decensed, unmarrled and uader age, estate Inherlted from elther parent goes to children of same parent and fasue equally, if of sanio degree, otherwiso according to rlght of representntion; if no chifdren of saale parent, to all tho issue of the other children of the samo parent equaliy, if in the same degree, otherwlaa according to right of reprasentation. Degrees of kindred computed hy civll law and kindred of balf hlood Inherlt equally with those of whole blood in sama degree. Personal property deacenda in tho same way except that after the payment of dehta, funeral expenses, etc., one-third goes to the widow, if any. The whldow is aflowed afl her paraphernalla, wearing apparel, etc., sustenance for famlly, for ninety days after death of husband.

In Ontarlo.-The real and personal property of an Intestatc or the undlaposed of real and personal property of a testator (subject as to realty to dower), after the payment of his dehts, is distrlbuted as foflows: If the intestata die leaving widow and child or chifdren, one-thlrd to wldow, rest to child or children. If chifdren dead, then to thelr representatives (that Is, their Ifneal desceadaats), except such child or chllisen (not heira at law) who had estate hy settlement of Intestate or were advanced by him in his

## DESCENT AND DISTRIBUTION OF ESTATES

life-time equal to the other shares. If the intestate leaves a wife only, half goes to the wife, rest to next of kin in equal degree to intestate or their legal representatives, or, if no next of kin, to the crown. If the intestate leaves no wife or chidiren, ali goes to the next of kin nnd to their legal representatives. The property of a married woman, who dies intestate, is distrihuted in a similar manner to that of a hushand dylng intestate. Representation among coilaterals is allowahle only as far as children of hrothers or sisters of the Intestate. Real and personai property of every intestate dying after the 1st of July, 1895, leaving a widow hut no issue, shall in ail cases wher the net value of such real and personal estate shail not exceed $\$ 1,000$, belong to his widow ahsolutely and exclusively. Where the net value exceeds $\$ 1.000$, the widow shail he entitled to that amount after payment of dehts, funeral, testamentary and administration expenses. These provisions are in addition to and without prejudice to the widow's right to share in the residue of the real and personal estato.

In Quebec.-When the deceased has left no will, the descent of pronerty is reguiated by the foliowing ruies: Children or their descendants succeed to their ascendants without distinction of sex or primogeniture and whether they are the issue of the same or different marriages. If there are no descendants, then the parents get half the estate, and the remainder goes to the hrothers and sisters and nephews and nieces of the first degree. If there he no brothers and sisters and nephews and niecea in the first degree, then the parents divide the estate equaily hetween them, to the exclusion of all other ascendants; and if there he likewise no parents, then the succession is divided equaliy hetween the nearest ascendants of the paternal line and the nearest ascendsnts of the maternal line. If the parents have prevlously died, the hrothers and sisters and nephews and nieces in the first degree exclude the other ascendants and collaterals. The division is made equally among them if they he all horn of the same marriage, hut, if not, an equal division is made hetween the two lines of the dcceased, paternal and maternal, those of the whole hiood sharing in each ilne, nnd those of the half hlood sharlng each in his own line only. If thero he hrothers and

## DESCENT AND DISTRIBUTION OF ESTATES

sisters, nephews and nleces, on one side only, they exclude all the relatives of the otber llne. If the deceased have left no issue nor father nor mother, nor brothers nor sisters, nor nepbews nor nleces, in the first degree, and only ascendants in one line, the nearest ascendant takes one-half of the succession, and the nearest collateral relation on the other slde gets the other half. If there be no ascendant, the nearest coliaternl relation of the psternal line gets one-half, and the other goes to the ncarest of the maternal line. Relations beyond the tweiftb degree do not inherit, and, in that case, the successlon belongs to the surviving consort. In default of a surviving consort, it fails to the crown.

## Claims against estates of imeceased persons.

In Britesh Columbia.- All clalms should be sent in to the executor or admlnistrator withln one year after granting of probate or administration. Judgment debts have priority over ordinary debts.

In Manltoba.-Executors and admlnistrators may pay any claims on sucb evidence as they may deem sufficient. It ls usual to advertlse for claims to be sent in, verified by affidavit.

In New Brunswick.-In adminlstering estates no distlnction exists between judgment debts nnd other debts; all rank alike.

In Newloundland.-Executors and administrators are required to advertise for claims against the estate, duly attested, to be filed within such tlme as shali be fixed by the court, or one of the judges tbereof.

In Nova Scotia.-Executors or administrators are required to advertise in the official Gazcte, for all persons bavlng cialms against the estate to file tbe same within one year from the date of the advertisement, duly attested before the Judge or Registrar of Probate for tbe county or Justice of the Pcace.

In Ontario.-Claims are enforced by netlon against the executor or adminlstrntor, who is appointed by or recelves fils fetters probate or letters of administration from the

## DESCENT AND DISTRIBUTION OF ESTATES

Surrogate Court of each county. No distinction exists between judgment debts and other dehts; all are paid parl passu. Wage-earners are entitied to three months' wages in priority to other creditors.

In Quehec.-If there be no testamentary executor, and none has heen appointed hy the judge, the execution of the will devolves entirely upon the heir or the legatees who recelve the succession, and claims against the estate should accordingly he made against them. Any service upon the heirs of a person deceased within the previous six months, may he made upon them collectively, without mentioning their names or residences, at the former domiclie of the deceased.

## THE SUCCESSION DUTY ACTS

## Saskatchewan, 1909

The Act doea not appiy, as respects payment of duty, to any eetate the vaiue of which (after the aflowancea authorized) does not exceed $\$ 5,000$, nor in respect of property passing by will or Intestacy or otherwlee, to or for the use of the father, wother, husbanit, wife, chlld, grandchlif, daughter-in-iaw or sun-in-law of the deceased or to any person or persons adopted beiore the age of twelve where the aggregate value of the property of the deceased doee not exceed $\$ 25,000$
The Estate of any person who at the time of his death was domiclled in Saskntchewan, or who being domicifed elsewhere died leaving property in Saskatchewan, is aubject to $n$ auccesson duty.

Where the aggregate value exceeds $\$ 25,000$, hut does not exceed $\$ 100,000$, the duty is $1 \frac{1}{2}$ per cent.: between $\$ 100,000$ and value is over $\$ 200,000$ the fur cent.i and where the aggregate value is over $\$ 200,000$ the duty is five per cent.
yra arspriza acy le for all practical purposes the same $2 s$ the Saskntchewan Act.

## Prince Edward Island, 1894

The Act does not apply to any estate the vaiue of which after payment of all debts and expenses dnes not exceed $\$ 3,000$ nor to property given for religious, charltable or educational relations where the value of the property does not to blood $\$ 10,000$. Where the value of the property does not exceed excceds $\$ 10,000$ the value of the property given to refationa $\$ 100$ of the 00 it shali be subject to a duty of $\$ 1.50$ for every shail be subject to a duty of $\$ 2.50$ for every $\$ 100$ of the vaiue Where the property exceeds $\$ 3,000$ the duty is $\$ 2.50$ for every $\$ 100$ of the vaiue. And where the property in given to any stranger of the biood of the decpased and exceeda $\$ 3,000$ then the duty is $\$ 7.50$ for every $\$ 100$ of the value.

## PART IX

Facts, Legal Pointers, Building Associations, Pensions, etc.


FACTS AND FIGURES FOR HUSINESS MEN.

## FACTS AND FIGURES FOR BUSINESS MEN

## HOW TO BEOOME WEALTET

The way to wealth, says Franklin, is as plain as the way to market. It depends chiefly on two words-industry nnd frugality. It is not what a man earns, but what he sares that makes him rlch.

From tho following table it appears that If a person saves 23 cents per day from the tione he is twenty-one till he is sex unty, the total, whth compound interest, will amount to $\$ 2,900$, and a daily saving of $27 \frac{1}{2}$ cents reaches the important sum of 829,0100 . Save all you can in a prudent and systematic manner for $n$ thue of possible want, but act justly by paying your debts, and liber. aily by assisting those $\ln$ nsed, and helping $\ln$ a good cause.

A Table of Daily Savings at Compound Interest Cents per Day.

Per Year.
In Ten Years.


CANADIAN RAILWAYS
The number of miles of stean railways in Cunada in 1836 ' 46 amonnted to $u l y$. In 1806 it had grown to $16,2 \pi 0$, and in 1912 to 26,27 , or (includingr all tracks and sidmes), 34,629.

Ontarin leads in mileage with 8,704; Quebee has 3,48.3; Saskatchewan, 3,754; Manitoba, 3,530; Alberta, 1, M97; liritislı Columhin, 1,854; New Brmswick, 1,יु5; Nova Scotia, 1,357; Prince Edward Island, 26\%; Yukon. 102.

The capital invested in Comadian stean railways amonnts to $\$ 1,588,937,526$.

The nnmber of men employed, 141,000 .
Total earnings, $\$ 219,403,75 \cdot 7.7$
Total operating expenses, $\$ 150,726,539.87$.
Government Railways,-Cunala las 1.483 miles of fovernment railways, the fotal cost of which on Murell 31st. 1912, reached $\$ 4,745, S 19$. Ninmher of passengers carricod in 1! 11 ${ }^{\prime} 12,3,416,55.3$; freight, $4,536,599$ tons.

## FACTS AND FIGURES FOR BUSINESS MEN.

## The Seven Wonders of the Modern World.

Nearly one thousand scientists, representing every European, Canadian, and American school of advanced thought, were recently requested to participate by ballot in the selection of the seven greatest wonders of the nodern world. The following list represents the consensus of opinion of the entire voting:

1. Wireless Telegraphy.
$\because$. The 'Telephone.
2. The Aeroplane.
3. Rudiam.
4. Antiseptics und $A$ ntitoxins.
5. Spectrun Analysis.
6. X-Rays.

## The Seven Wonders of the Ancient World.

1. Pyramids of Egypt.
.. Pharos of Alexandria.
2. Hanging Gardens of Babylon.
3. Teniple of Diana at Ejphesus.
4. Statue of Jupiter by Phideas.
5. Mausoleum of Artemisla.
6. Colossus of Rhodes.

## Salaries of Government Officers of the Princlpal Countries of the World.

A comparison of the salaries of the prineipal executive and legislative officers of the United States Government with those of similar officers in other countries shows the former to be relatively small. The following talles of salaries paid by the different Governments are compiled from the latest authentic sources:

## United States.

| President | 76,000 |
| :---: | :---: |
| Vice-Presldent | 12.000 |
| Speaker of Hou | 12.000 |
| Cabinet Omicers | 12.000 |
| Senators | 7.500 |
| Represeatativea | 7,500 |

Besides their salaries the members of Congress receive 20 cents per mile for traveling to and from the seat of Government.

FACTS AND FIGURES FOR bUSINESS MEN.

## French Republic.

| President ......... | 240,000 |
| :---: | :---: |
| 8peaker of Chamber of Weputles. | 14.200 |
| Cablnet Oncers. | 12.000 |
| Members of Senate. | 1,800 |
| Members of Cbamber of Deputien | 1.800 |
| Russia, |  |
| Crar .. | 00.000 |
| Minoster of Foreign Affalrs. | 15.288 |
| Cermany. |  |
| Emperar | 852,770 |
| Minister dit Eomign Affairs | 23.000 |
| Otber Cabiael Oftcers | 0, 200 |

Members of the Reichstag (Parliament) receive 15 marks ( $=\$ 3$.) a day for such time as they are in session.

Great Britain.


The members of Parliament receive no compensation, but in many cases they are supported by their constituents.

Italy.


The members of Parliament receive no conapensation, but have many perquisites, including free transportation on railroads, street cars, etc.

## Canada.

Governor Oeneral ..... \$10,000
Premier ..... 12,000
Otber Cabinet Offcers ..... 7.060
Members of Parliament ..... 1.500

## BACTS AND FIGURES FOR BUSINESS MEN

| Australian Colonies. |  |
| :---: | :---: |
| Prime Mininters... ... . . . . . . . . . . . . . . . . . . . . . 89,100 <br> Other Cablat Ofhers |  |
|  |  |
| Members of Parlamen | . . 8,000 |
| Argentine Republic. |  |
| President . . . . . . . . . . . . . . . . . . . . . . . . . . . 838,000 |  |
|  |  |
| Cablnet Onmers ' . . . . . . . . . . . . . . . . . . . . . . . . . . . . 18.000 |  |
| Members of noth llouser | 18,500 |

## PRCDUCTIVE WEALTH OF CANADA

Approximate value prodnced annually by Cannda's principal natural resources and by maaufacturing is as follows: Field crops, $\$ 500,437,000$; forent products, $\$ 161,093.000$; minerals, $\$ 103,422,439$; fisheries, $\$ 34,667,872$. Value added to raw products for 1010 amounted to $\$ 1,165,905,639$.

Fisheries,-Canada bas the most extensive and best stocked commercial fishing waters in the world. The fishery area includes 5,000 miles of Atlantic and 7,000 miles of Pacific coast aad 220,000 square miles of fresh water. Value of fishery production for year 1911-12 was $\$ 34,067,282$.

The lobster fisheries of Canada are more extensive and more valuable than those of any other country of the world. Approximately $50,000,000$ lobsters are caught in Canada annually, and nearly 20,000 men are employed $-11,000$ in actual fishing and 8,000 in canneries.

Mannfactaring.-The valne of Canada's manufactured products for 1910 amounted to $\$ 16 \overline{5}, 995,639$.

Ontario leads Provinces in manufacturing, with 8,001 establishments; Quebec, 6,548; Nova Scotia, 1,480; New Brunswick, 1,158; British Columbia, 651; Prince Edward Island, 442; Manitoba, 439; Alberta, 990; and Saskatcbewaa, 173.

Montreal leads Canadian cities in manufacturing, with value of production, $\$ 166,296,072$; increase of 168 per cent in 20 years; Toronto production, $\$ 154,306,048$; increase of 234 per cent in 20 vears; Hamilton production, $\$ 65,125,000$; Winniper production, $\$ 32,694.000$ : Ottawa production, $\$ 20$,954,000 ; Quebee production, $\$ 17,149,000$.

## PRACTICAL LAW AND BUSINESS POINTERS

Consniting Lawyer-In minor matters it is better to lose your money than to rush into lltigation, hut in matters of any importance never aet without the advice of good counsel. You wouid not think of trying to amputate your littie fingor without a eurgeon's heip. Much iess should you run the risk of losing thousands of dollars through error whiteh mlght he corrected hy a littie timeiy adviee.

Bank Checks.-The acceptance of a hank cheek by a creditor is not an absoluto but only presumptlvo or elreumetantial evldence of payment of tho drawer's debt.

A drawer of a bank eheck may stop payment of it heforo it is presented.

Distrain for lent.-Rent may he distrained for the next day after it ls due, provided that demand for payment is first made, and the rent distrainahle.
Selzure may not be made hefore the rent ls due even though the tenant may be intending to move out, nor may seizure he made in any of the Provinces before sunrise, nor after sunset, nor on Sunday, nor on a legal holiday, except hy order of the court.
Where the household goods helong to the wifc, and the husband rents the house, the goods are liable for the rent as long as they remain on the premises, hut they could be moved out hefore the lease explres, if there was no reat due at the tlme.
In Quebee, a sub-tenant'e goods are liahle, if the lease prohibite sub-iettlng.
Exemptions.-In all the Provinces, a reasonable amount of property ls exempt from selzure under exeeution, or distress for arrears of interest on mortgage, and in some Provinces from a landlord's distress warrant.
In the artieles exempted debtor is entitled to make cholee of which articles he wishes to retain.

In ease the dehtor died, or absconded, the family or wldow are entitled to the same exemptlon from seizure, as the debtor, himself, would have heen.

Wrongful Levy of Execution.-For wrongful levy on property, when an officer, under an execution, seizes the goods

## PRACTICAL LAW AND BUBINEBg POINTEBM

of some other ferson than the defendunt in the excention, tho owner may maintain an ation, and trespand is the usual remedy of the owner; but trover may be malntained in many csses and in some eases replevin will lie.

## HUSBAND AND WLPr

Liability of Eusband for Goods Sold to Wifo. - When goods necessary and stitable to the position in life of a wife are sold to hor, the jury will be justified in findine a verdiet against the husband, if the hasbuad suthorized her either expressly or impliedly (e. g. by permitting it as a common practice), or if the husband hinself neglected or refused to furnish her with sueh necensaries. This rule is subjeet to exeeptions.

Wifo Living Apart from her Ensband.-A hushand is not liahle for necessaries furnished his wife when she lives sepsrate from him under decrec of eourt not requiring bim to msintain lier, and in some cases where she lives apart hy agreement he is not liahle.

Separate Maintenance. - Where the wife leaves her husband without suffeient cause, sle will not be entitled to a decree for a separate maintenance.
When sho leaves him with his consent and on sceount of his ill treatment, he is liable for the expense of a separate maintenanee.

## RIGHTS AND OBLIGATIONS OF PARENTS AND CHILDREN

In aneient domestic life the father ruled as ahsolute monarch over the family. So it is still in oriental countries. Christian eivilization has greatly modified this and laws have been enaeted that set forth the relation of parent and child, defining the luties and obligations of eacb.

## PraCtical. IAw AND BUsJNpas polntrig.

## MIGITS OF PARENTS

1. As loag as a chitd is under age and living at home he is suhject to the control of his pareats, who have all reasonahle authority to enforco ohedieace. As long as a child is properiy treated by the parents no one has a right to interfero aor to tako away and retain a child agalast thelr wishers.
2. Idoptlag a Child.-When a child is ndopted by nnether family its parents lose their cialm unon it and the adopiting persons take their placo. A chlld cannot generally speaking be adopted without the consent of its parents.

A child over fourteen must himself in some Provinces consent to tho adoption. The court has in all cases the right to consent to or refuse tho adoption.

Application must, therefore, he made at the court and the judge will coasider and pass upon it.
3. Punlshment.- Parents have a right to punish their minor children, providing they are not gullty of cruelty. Brutality is severely punfshed hy law as a crime. The punishment must he reasoaahle, lcaviag no hruises nor injuring the health of the child.
4. Clalms upon Earnings.- While the child is a minor and living at home pareats have a right to all his caraings. They cannot claim them of his employer if the child made the agreement. Pareats, however, may free the chlld and allow him to collect and use his own wages. When this ls doae the pareats caanot thereafter collect the child's wages.
5. I Runaway Chlld.-A child has no right to tcave home with ut permission of the parents; if he is under 14 in hoys. and 16 in girls, he can he hrought back hy ferce. Relations or others who would keep him can be forced by law to give him up unicss it can he shown that it would he fer the hest faterest of the child to allow him to remain with oticre.

## OBLIGATIONS OF P.IRENTS

Ohigatlen to support.-The law requires that parents shall support their minor children. A chlld having property

## PRACTICAL LAW AND GUSINESS MOINTERS

of hls own does not rellove the parents from supporting blm. They cen, however, by applying to the court, get permineslon to use n part or nll of the income or princlpal of the chlld's property for hls support. Beyond thls the psrents have no clalni upon or control over the cblld's property. Thls should be managed by a legally appointed suardlnn.

Parenth are Itahie for necessittlen purchnsed by a minor Ilving nt home unless notice to the contrary bns been glven, hut they aro not liehle for luxuries purchnsed by the minor.

CHILDBEN'S RIGHTG AND OBLIGATIONA A child can own property, over which the parents have no control, oxcept the use of the income or princlpel of the seme for tho support of the cblld, an stated nbove.

If a chlld commite a promeditnted crime, he is personally liahle; perents enn not be held responsilhle for crimen com. mitted by thelr minor chlldren. The perent, however, 15 lehle for wrong acts of the child If It can he shown. (1) that the parent euthorized them, or (2) that he approved them, or (3) that they were committed during end in connection witb the chlld's employment. The law that governs the llehllity of a master for the acts of his servnnt governs the llabllity of the parcnt for the acts of the chlld.

Minorn aupporting themselves and not llving at home mey sue end recover for wages eerned hy them. Weges of minors may he gernlsheed for payment of necesserlen only.

## FENCE LAWS

Fences ere mostly reguleted hy stetutes of the Province where loceted. There ere certeln lews, however, that are npplicahle to them generally.
Legnl Fence.-The Inws of the severel Provlnces provide whet shall constitnte a legal fence, wblch generally must he four feet slx Inches high, wlth sufficient boards or wire, or hoth, to turn cattle.

Damages.-As a generel rule sll premises should he properly Inclosed hefore dsmeges can he recovered from the owner of trespessing domestlc animels for Injury thereto, hut eny trespess on the lands of enother is ectlonahle.
Partition, or Division Fences.-The owners of adjacent 318

## PRACTICAL LAW AND BUSINESE MOINTEH\&

tracte of land, In mont of the Provinces, are bound to erect and matintain one-half of a onltable tence along the live eeparating anch tracts.
Repairs.- Each party is bound to look after his own part of the fence and keep It in good repair, and he must restrain his own stock from treapaseing apon the lande of hif ncigh. bor.

Fence-Viewers, in mome of the Provinces, are provided fur by statnte to determine the just share of ench party linble to maintaln a partitlon fence, and aultable methods are provided for enforelng their awards.
Raifroads are required by atatnte In many Provinces to fence their trnets, nud a failuro to do wo renders them linble for xtock killed by reason of non-compliance with the statute.
Barb-wire fences should be so used and eared for as not to endanger persous and property, and the use of such fences imposes upon thoso who use them care reasonably jroportionate to their dauger.

Railroads using barb-wire fenees must use due diligence in rmming their trnins, not ouly to nvoil killing st.,ek, hat la nvoid precipitating them by fright agaiust a fenee to be mangled or bruised.

Contributory Negligence on the part of the owner of the stock may prectude him from recovering damages from the railroad complany for such killing, mangling, or bruising. But, it has recently been decided, that not every negiect on the part of the owner to take precaution against auch killing or injury, will deprive him of his right to recover damages therefor. For instance, it was held that the owner of Jand through which rums a railroad and a county road, who turna his horse on the latter road to graze, with a knowledge of the character and condition of a barbed wire fence erected by the railwny company ulong the line of its right of way, is not thereby guilty of such contribntory negligence as will preclude his right of recovery for injuries to his horse from its contact with the fence, through fright cansed by the running of a train over the company's track.

## PRICTICAL LAW AND BUSINESS POINTERS

## TRESPASSING AND MISOHIEVOUS ANLMALS

Ownsrs of domestic animals, such as eows, horses, sheep, hogs, poultry and dogs, must not permit them fo stray upon the premises of others, or they will be liable in trespass for damnges.

No Right to Kill or Injurs. - Bul those upon whose premwes such animals trespatses are nol justifled in killing or injuring the animals, no matter how uggravating or repented the acts of trespatss may he, muless the animal killed is at the time altacking another animal and is killed to save the lifo of the latter.
Remedy Provided, -The persons injured by suels trespassing have their remedy in an action at law for dnmages, and there are slatules providing for the taking np of such animals mad lolding then at the expenso of their owner or impounding them as estrays.

Right to Drive Off Cattle.-A person finding cattle wrongfully upon his land, has the right to drive them off by any of the ordinary means which a prudent man would resort to, and may use a dog for that purpose, unless there is something in the size or hahits of the dog, or in the mode of setting him on, or pursuing, which would negative the idea of ordinary care and prudence.

The Right to Distrain animals doing damage to one's property is recognized at common low and by statute. The person distraining is anthorized to detain the animai in pledge for the payinent of his damages. The owner of the property injured by the animal is hound to exerclise ordinary care to prevent the damage, and the animal must be taken while on the laad where the famage is done. For if it escapes or is driven off the land after being discovered doing damage, it cannot bo distrained. Most of the Provinces provide for a summary appraisal of the damage done by the trespassing animais and their saie for tho payuzent of the assessed damages.
Mischievous Animals.-The owner of a misehievons animal, known io hinu to be so, is responsible, when he permits hin to go at large, for the damages the may du, and muy one may justify the killitg of a ferocious animal at large.

## PRACTICAI, Ind AND BUISINESS POINTVRS.

The owner of such an animal may be Indicted for maintaining a common nulsance.

If a person enters the barn or pasture of another, and is Injured by a vlclous horse or buif, it nust be shown that the owner uscd all reasonabie means ln the eare of his animals for the safety of hls employees and neighbors.

If a person enters the land of another, and is lnjured, he must sbow good cause for entering upon said land, and aiso prove ordinary caution, in golng where cattle and borses were kept.

## RESPONSIBILITY OF OWNING A DOG

A person has a right to keep a dog to guard his premises; but not to put him unconfined at the entrance of bis bouse; because a person coming there on a social or business errand may be injured by blm. But if the dog is chained, and a visitor incautlousiy goes so near hin that he is bitten, lie has no right of action against the owner.

Liable for Damage.-Owners of dogs must kerp them fro:n straylng upon the public blghway, or they will be responsible for any damage eaused by their annoyance of travellers, sesring of children, barking after teams, etc.

If a dog strays upon the premises and kilis or injures sny otber domestic anlmal, Its owner is iiable for damages.

Dangerons Dogs running at large nay lawfully be kllled when their feroclty is known to their owner, or in selfdefence: and a rabld dog may be lawfully kilicd by anyone,

But a person is not justificd in kliling a dog mereiy because it barks around hls house at nigbt.

The owner of a viclous dog whll not, as a general rile, be liable for the dog's biting a person unless it can be shown that the dog had prevlousiy exhibited a propensity to violence, and that the owner was acquainted with this propensity, This is the common law, but statutes have been passed maklng the owner or keeper of a dog liable $\ln$ certain caspa for suy damage done by it whether the owner or keeper knew that it was vlclous or not.

## Practionl Law and buginegs pointers

## BREACH OF TRUST

Breach of trust is the wiilful misappropriation of personal property by one who has been intrusted with its possession in contidence.
As Distinguished from Theft.-Tho cases where personal propert - is taken hy a person to whom it has been intrusted, and who converts it to his own use, present very nice diseriminations of mere hreaches of trust from theft.

It a person has property in goots, and a right to the jossession of them, he cannot, in general, commit the crime of theft in taking them.

The courts generally lean toward construing the offense to bo theft, and not merely a breach of trust, where the party gains possession by some false pretense, with the original intent to steal.

A inailee who fraudently converts tho property intrusted to him to his own use is guilty not simply of a breach of trust, which is only a trespass, but of theft, which is a crime.

## LEGAL GIFTS

Definition.-- $\boldsymbol{A}$ gift is the voluntary and gratuitoms transfel or conveyance of the right and possession of property by one person to another.
Names of Parties. - The giver of the property is called the donor, the receiver the donce.

Who May Make a Gift.-Any person competent to transart ordinary busiuess may give whatever he owns to any other person.
Delivery to the donce is essential to a gift, and there must also be actual acceptance. It must he an actual delivery, so far as the suhjeet is capahle of delivery. If the thing be not capable of actual delivery, there must be some art equivalent to it; something snflicient to work an immediate change in the control of the property. In the absence of proof to the contrary the law presumes acecptumee when the gift is manifestly for the benefit of the donor.
Looked Upon with Suspieion.-The law generally lowks with some degree of suspicion mun gifts, and they are usually

## PRACTICAL LAW AND BUSINESB POINTERS

eonsidered to be fraululent if ereditors or others lieconte sufferers thereby.
Retracting. - Where a gitt has leceri exeented by delivery of possexsion, it is not in the donor's power to retract it; but so loner as the gift has not been emmpleted by delivery of possession, it is not properly a gift, hut a eontract, and this a persou cannot be eompelled to perform but npon goon innl sulliaicut ennsiderntion.
A. Gift Made in Prospect of Death miny lie revoked by the donor al any tiune during his life, though it be completed and exeented by delivery and noceptaner.

A Gift may be Annulled by the creditors of the donor, if le was insolvent at the time of the gift and it diminished the ereditor's fund.

## FINDER OF LOST PROPERTY

The sreneral law on this sulbje is. that the finder of money or froods if le takes possexsion of the property, is to use all duce netans to discover the rightfinl owner' ; ant if he uppropriate the artides to his own use knowiug the right tul owner, of having the means of tinding him, le is lode ruilty of thelt. Failing to find the righefinl owner, after taking due 1 man s to do so, the finder of the lost articles is entitled to regard them as his own property. Some Provinces prescribe by statnte the mans to be taken linders to advertise the moperty.

## RULES GOVERNING THE FINDING OF LOST PROPERTY

1. The finder of lost property is the owner of it against all the world but the origimal owner. Thus, it is hedel that a st ringer who finds lost money in a shop may retain it as arainst the shop owner; but the contrary has also bern held, at least where the money or a purse was left on the counter.
Money Lefi on a Desk in a bank, provided for tho use of its depositr $s$, is not lost so as to entitle the finder to the same, as agrinat the bank.
An Aerolito whicl buries itself in the ground is regarded as anl aceretion to the land, and belongs to the owner of the soil on whiel it falls.

## practical law and búsin ess pointers

2. The finder is always at liberty to leave untoucbed wbat he finds, and ennnot he made accountable for any injury tberenfter happeniag to it.
3. The finder may demand from the owner all his expenses necessarily incurred in kcepiug and preserving tho property, and properly advertising and like elarges for the owner's benefit.
4. If a reward be legnlly offered, specific and certain or capable of being made so by reference to $n$ standard, the finder complying with the terms of the advertisement becomes entitled to such reward, and may sne for it.
5. If the finder of lost goods, or goods wbich are reasoaably supposed by him to have been lost, appropriates them to bis own use, really believing when be takes them that the owner eannot be found, it is not lareeny; but if he takes them reasonably believing thint the owaer can be found and tbus appropriates them it is lareeny.

## THE LAW OF SUBSCRIPTIONS

Snbscription is the p'acing of a signature under a written or printed agreement. By such an act a person contracts, in writing, to pay a sum of money for a specifle purpose; as a subseription to a charitable institution, a subscription for a book, etc.
Subscription Papers.-"Tbe law on the subject of tbese subseription papers,' says Parsons, "nnd of all voluntary promises of contribution, is substantially tbis: No such promises are binding unless something is paid for tbem, or unless some party for whose benefit they are made (aad this party may be one nr more of the snbseribers), at the request, express or implied, of the promisor, and on the faith of the subscription, incurs actual expense or loss, or enters into valid contracts witb otber parties wbich will oceasion expense or loss. As the objection to these promises, or the doubt about them, comes from the want of consideration, it may be removed by a seal to each name, or by one seal whicb is declared in the instrument to be the seal of eaeh."
Book Subscriptions.-A person subscrihing for a book is bound to take it when delivered by the agent, provided it corresponds with the snmple cony shown him wben the subaeription was given. The agent or publisher may recover at law the price of the hook should the subseriber refuso to take it when presented to him.

## PHACTICAL LAW AND HUSINLES POINTERS

Nowspapers and Other Pexiodicals. - There is no postal law regnlating the transactions between publishers and subseribers. The ordinary rules of contract governs all relations between the parties concerned, and the postutice has no part exeept to deliver the artiele, or retmen it wben ordered to do so.
If the publisher of any paper or periodieal sends his pijuer or mayazine, the jostmaster must deliver it, if the person to whom it is sent will take it. If lee will not take it, the postmaster mist notify the pulisher.
If a person subseribes for a periodical for a given periond. say one year, and the publisher sends it aceordingly, the subseriber camot terminate the enntraet by stopping his pipere at any time during the year. But at the end of the your the subseriber may stop, his paper even withont paying the sulsseription due. He is mader no legal obligation to the the paper another year. The faet tbat he has not paid for the expired year's subseription does not bind him to continne taking the paper. He ean stop taking it at the end of the year and the puhlisber can sue for and colleet his year's subscription only.
If at the end of the year the publisher contintes to send his paper and the subseriber to recfive it, the sending is the offer of another year's subscription at the sa price, and the receiving of the paper is an aceeptanee. The implied contraet from suel action is a renewal of the subscription; and the publisher can send the paper for the renewed term of one year and collect the subseription price for that year as well as the preceding.
If the publisher advertises terms of suhseription, all parties taking the paper inder these conditions will be leeld according to the conditions.

## TEACHINH WIVES AND CHILDREN BUSINESS

## WHES SAME SHOLLD BE SIGNED IN FLLL

Persons should always sign thell full name to deeds, mort gages, notes, and recelpts; for, althuugh one Ciristian name only is recognized iu law, yet the writiag out in full of one's "middio" name, as well as the lirst name, tends to prevent tho name being mistaken for that of some other individual having similiar initials. For lastance, Instead of John A. Jones, writo Jobn Alhert Jones.

## how a married fomis should sign fier vame

A married woman sbouid sign her own Cbristian name, instead of tbat of her busband, to legal and business documents. For example, Mrs. Smitb should sign Mary Ellea Smith, instead of Mrs. John Smitb.

## HOW SIGNATERE OF PERSON WHO CANNOT WRITE SHOLLD BE SIGNED

Whea a person who cannot write is required to sign a document. it shouid be done by having him mako his mark. The sigaature should always be witnessed. Example:

$$
\text { Henry } \underset{\text { mark }}{\text { his }} \underset{\times}{\text { Yates. }}
$$

Witness: Wiliam Henson.

## Importance of Having Basiness L'ndertakings Written Down and Signed.

No husiness understanding or agreement of any moment should be entered into without its belag written down in black and white and signed in the presence of a witness. You have then some data to go uion, and can rigbt yourself, in case of necessity in a court of justice, Neglect of this precautioa has cost many a business man a conslderable amount of money. Yoll often hear the expression "the man's word is as good as his bond," and the time has heen when a verbal contract between two persons was regarded as binding. But the worid has changed since then, and in order to be perfectly safe from loss or injury one must deal with everybody, so far as business is concerned, as thongh the matter would have to be passed upon in ceurt. As for frlends-well, husiness is husiaess, and with them stili greater preeautions are needful.

## chiminal Law

## THE POTENCY OF CREDIT

In credit modern financo lives, moves, and has its heing. It is cstimated tbat 90 per cent. of all business transactions are done on credit, and the currency used in the majority of cases composing the other ten per cent. is only credit in another form. Some people talk of credit as if it wero merely the means by which one can buy and buy and pay hy and by. But it is more than that. It is the medium through which the representatives of property or value may be exchanged.

The hank customer's noto is in one sonse only a silp of paper, hut it represents all the property of the maker. Bonds represent the property, certificates of stock represent the capitai of the company which issues them, and bank deposits stand for actual cash. Credit rests on confldence, whieh is simply a reflection of the existing conditions. When confidence prevaifs, credit expands castly-that is, the representatives of property and cash are readily intcrelianged. When confldence is shaken, credit contracts in proportion to the gravity of the cause, and interchanges become correspondingiy difficult.

## CRIMINAL LAW

The Criminal Law deais with the definition of crines, with the procedure for the triai of persons suspected or accused of crime, and with the punishment of criuinal offences. All offences against the law have been divided into two classes, viz., "mala in se" and "mala prohibita." Aets whlel are essentiaily iliegai and aets which are "forbidden " by stitute. Acts which are moral erimes, and aets whieh would not be eriminal if not prohibited. The words "crime" and "indictable oftence" are synonymons. There wis formerly a dlstinctlon hetween "felonies" and "misdemeanors," bat that distinction is now ahollshed.
The Criminal Law of England is the basis of the criminal law of the whole British Empire, with errtain exceptions. The Scottish law is founded upon the Roman and tho South

## CRIMJNAJ. J.AW

African upon the Roman-Dutch iaw. In Canada, India, Australin and New Zealand tho bulk of the criminal law bns been coditted.

Tbe Criminal Code of Canada is substantialiy the English Draft Code of 1880. It was first cnacted by the Parllament of Canada in 1892. Since that date it has heen nunended in some of Its detalls at neariy every sesslon of Parliament. But the body of tho law as enacted In 1892 remains practlenily unchanged. It constltutes the criminnl lnw for the whole Dominion of Canada. The Britlsh Norti : America Act says, "the criminal law, including the procedure in criminni mattera, shail be under the exclusiva leglslative nuthority of tbe Parlinment of Canada." The provincial legislatures nre given the power to constitutc eourts of criminal jurisdletion; they bave also tho controi of the administration of justlce, and tbe powor to makc lnws for the imposition of punlshment by fine, penalty or imprisonment for enforclng any law of the province made $\ln$ relation to any mntter coming within any of tbe classes of subjects nssigned to the provincinl legislatures. The "eivil remedy" for any act or omlssion is not suspended or affected by reason that such act or omission nmounts to a criminai offence. A person who steals money or property may he sued by the owner for the value of tbe thing stolen, and may also be proseeuted for the theft. The conviction and punisbment for the theft does not discharge the tbief from liss "civil liablity" to make good tbe loss which nnother fins sustained by reason of his crime. Where the net or omission constitutes an offence punishable on "summary conviction," or by "Indictment," under two or more acts, tbe offender may be prosecuted and punished under rither of any such acts, hut he shall not be liable to be punished twice for the same offence.

The Code says that no person under the age of seven years sitali he convicted of an offence, hut a chlid hetween the ages of seven and fourteen may he convicted if It can he shown that such chifd possessed sufficient Inteligeuce to know the nature and consequenees of its conduct.
A weli known principie of law is that "cveryone is presumed to know the law," and "ignorance of tbe law is not an excuse" for any offence committed. If a person knowingly

## CHIMINAI. LAW

does an act which le unlawful, ho is presumed to know that the act wae unlawful. His lgnoranco of the law will not excuse him. The courte are ohilgod to enforce thil doctrine rigorously, hecause every criminal might escape puaishment If he were allowed to eet up as a defeace tho fnct that he was Ignorant of tho lnw. Although lgnorance of the law canaot excuse any person, yet the court ennnot help looking fato the state of mind of the party at the time he committed tho act. For Instance, if a yerson takes what he helleves to ho his own property, it is impossalhle to eay that he was latentlonaliy gulity of theft.
All rules and princlples of the common law which reader any circumstances a " justificatlon" or excuse for any act, or a defeace to any charge, stlll remain applicablo,-to the samo extent as heforo the passing of the Criminal Code. "Insanity" may he pleaded as a defence to a crimiaal prosecutlon. The Code saye, "No person shall be convieted of an offence hy reason of any act, done or omilted hy him, when labouring uader natural imheclity, or disease of the mind, to such an extent ae to render him Incapahie of knowing that such an act or omisslon was wrong. But "everyone is presumed to he sane at the time of dolag or omittling to do any act," uatil the contrary is shown.
Arrests.-Every person authorlzed to execute a lawful warrant lssued hy any court or justiee of the peace is justifled in executiag such warrant. If the court had jurisdiction the Irregularity of the warrant or other process will not make the act of the constahle or officer exccuting it lliegal. Even where the court has no jurlsdiction the offlicer exeeuting a warrant or process of such court will he protected from criminal liahility if he acts in good falth helieving that he is executing a valld process. If a constahle hy mistake arreste the wrong person helleving that he ls the person named in the warraat, he will he protected from criminnl responslblity If he acted in good faith and on reasonahle grounds. A peace officer may arrest, v/lthout a warrant, any person who on reasonahle grounds be helleves to have commltted an offeace, for which tho offentier may he arrested without a warrant. Every peace offlcer is justifled in arresting without warrant any person whom he finds committing an offence.

## Criminal law

Juatticallow-Everyone unlawfully nseaulted, not having provoked such assauit, "is justitied in repeliing forco hy force," If the force he uses if not micant to cause donth, or grievous bodily harm, and is no more than is necessary for tho purpoee of self-defence. For example, if $\mathbf{A}$ atrikes II, Who tries to avold further conflict, hut $A$ continues the attnck with such violenco that B , in rensonnhle fear of being killed. injures or kills A in order to snve himself. B is justifled.

Everyone is justifed "In using forco in defenco of his own person," or that of nnyone under his protection, from assault or ineult, if ho uses no moro force than is necessenry to prevent such assault or the repetition of it. Everyone who is in peaceahle possession of any movcahle property is justifled in resisting the taking of such property hy any "trespasser," or in retnking it from such trespasser provided he doee no bodily harn to the trespasser. An "owner" is protected from criminal responsihility for "defending his possession of nny unoveahle property," even ngninst a person claiming hy law to be entitled to the possession thereof, if he uscs no more force than is necessary. Ever:one who is in "peaceahle possession of any dwelling house " is, justifled in using such force as may he necessary to prevent the forclble hreakIng into and entering of euch dwelling, elther hy night or hy day, hy any person with the Intent to conimit any Indictahle offence therein. Everyone who it in pencenhle possession of a dweling house is justified in using such foree ns may he necessary to prevent the forclhie hreaking into and entering of such dwelling house hy night, hy any person, it he hellevee on reasonahle grounds that such hreaking and entering is with the intent to commit some criminal offence. Everyone who is in peaceahie possession of any house or land is Justified in using force to prevent any person from treepnssing on euch property.
Parente, gunrdians and teachers havo a lawful right to use force hy way of "correction" towards any chlld or pupll under their care, "provided such force is reasonnhle" under the circumstances.
Everyone who is nuthorized hy law to use force under nny clrcumstances is criminally responsihie for any "excess of force" so ueed.

## CHIIINAL, LAW

No ooe has the right to consent in tho foffiction of death upon himself. Another gencral princlple of law lu, that everyone is protected frum criminal responslbility for any act done by him in obedicoce to a law made and enforced by those who for the timo helng ore "de facto " In possessloo of the Soverelgn power.
Everyone is gulity of an offence who docs any "Indecent" thing In any ploce to which the publle have access; or who does sneh act with the Intent of Insultlog any other person. Everyone ls gullty of on Indictable offcoce who seduces or has lifict: coonection with $n$ girl of "prevlously chaste charocter" under the ago of 16 yeors, but the burden of proof of the prevlous unchastity of the female ls upon the accused. On an indetment fur tbe seduction of a virtuous unmarrled female, it was held that the question whether shic consented and shared in the intercourse for the gratifcation of her lasclvlous prope:sities was proper to be considered, as well as the extent io which she was infinenced by the acts or Importunities of the accused. Where a person la accused of seductioo an sets up the "prevlons unehastlty" of the female as a cefence, the burden of proof is upon the accused and the female is liot required to prove that her conduct has been cieviously chastc. The law presumes that cvery woinan Is faste until the ccotrary is shown, just as the law presuni?q everyone to he lnnocent of crime untll jroven gullty. A wert in who has heen gullty of unchaste conduct may subsequentiy beeome chaste in legal contemplation, and may be seduecd a sczond time. Referring to the scetion of the codo Which says, 'Everyono who scduces or has Illicit connection with any glll of prevlously chaste character above the age of 14 years and under the age of 16 years is guifty of an Indictahle cflence," etc., it will he observed that tbe mere act of "hiliclt connection with n prevlously chostc pirl between the ages of 14 and 16 years," is sufficient In Itself to constltute the offence without proving that the acensed actunlly seduced the girl. Therefore the defence on such a charge seems to be the production of proof that the glri did not possess a "prevlously chaste eharacter." The word "seduced" when it is used with regard to the conduct of o man towords a woman has a precise and definite signification.


## MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)


## APPLIED MAGE lne

1653 East Main Street
Rachester, Ntw York 14609 USA
(716, 482 - 0300-Phone
(716) $280-5989-f 0 \times$

## PUBLIO ROADS

It is universaliy understood to mean an inducement of her on his part to surrender her chaetity by means of coms art, influence, promise, etc.

The offencs consists in enticing the woman from ths path of virtue, and ohtaining her consent to lilicit intercourse by means of promises made at the tims. This applies mors particularly to "seduction under promise of marriage." If shs resiets, but finaliy assents or yields, induced thereto by or in reliance upon ths promiss made, the offence is committed.

Self-Accusation.-No one ought to accuee himeeif except before God.

Insane Persone and othere who are incapable of judging between right and wrong ars usualiy absolved from criminal responsibility, though they may be ilable civilly for damags done by their wrongful acts.

## LAWS GOVERNING PUBLIC ROADS GENERAL PRINCIPLES

1. To prevent collisions, and to eecure safety and convenience of travelers meeting and passing sach othsr upon the highway, a cods of rules has heen adopted which constitutes what is called the iaw of the road. Thess rulss, originally established hy custom, have, in many instances, been re-enacted and deciared hy statute, and are of gsneral and uniform observancs in all parte of the Dominion. In general, they apply to private ways, as well as pubilic roads, and, indeed, extend to all places appropriated, either by law or in fact, for the purposes of travel.
2. Public Roads are thoss which are faid out and supported hy offlcers entrusted with tbat power. Their care and control is regulated by the statutss of the different Provinces, and in detali will

## LAWS GOVFIRNING PUBLIC ROADS

not be referred to here, as they can lee easily looked up by those who desire information so entirely local.
3. Ownership.-The soil and the land remain in the owner, who may put the land to any use, and derive from it any profit, not inconsistent with the rights of the public. If tho road is at any time discontinued, the land reverts back to the owner.
4. Liability.-The repalr of highways is usually imposed upon towns, and they are made liable by statute for all damages against persons or estates, from injuries received or happening in consequence of a neglect of duty on the part of the officers luving the same in charge.
5. Ths Primary law of the road is that all persons using the same must exercise due care to prevent collisions and accidents. No one can claim damages for an injury mainly caused by his own negligence.
0. Persons traveling with carriages or vehicles of transportation, meeting on any publle way, are required to turn their carriages or wagons to the right of the center of the road, so far as to permit such carriages or wagons to pass withont interruption. Any unreasonable occupation of the public way, whetler arising out of a refusal to turn out and allow a more rapid vehicle to pass, or from an unjustifiable occupancy of such a part of the road as to prevent others from passing, will render the party so trespassing liable for damages to any suffering injurles therefrom. A loaded vehicle must turn out, and allow those to pass who may reasonably and lawfully travel faster.
7. Riders are not governed by any fiss: rules, but are required to use reasonable prudence at all times to prevent accidents. They need less room and can make quicker movements, and are, therefore, not under as well defined rules as vehicles.
8. Pedestrians have a right to use the carriage-way as well as the sldewalk, and drivers must exercise reasonable care to aroill injuring them, but a foot passenger in crossing the street of a city has no prior right of way over a passing velicle; both are hound to act with prudenco to avoid an accident, and it is as much the duty of the pedestrian to look out for passing velicles as it is for the driver to see that he does not run over miny one; nor does the rule requiring velicles to keep to tho right apply to carriages and foot passengers, for, as regards a foot passenger, a carriage may go on either side.

## LAWS GOVERNINO PUBLJC ROADS

9. Runaways.-The owner of a :unaway harse or horses, if negligent, or not exercising duo caro, ls responsible tor all dam. ages that may occur. If a horse naturally guet to ride and drive is frightened by a rallrond trin, steam thrasher or other causes not under the control of the rider or driver, and does any damage, or lnjures any person or persons, the owner is not responsible. If horses are known to be vicious, or sustain a runaway reputation, break loose or run away wlth their driver, or injure any jerson or persons, the owner is responsible, unless it can be shown that the horses were frightened by some obstacle which would naturally frigbten a gentle or ordinarily quiet horse.

## PETITION FOR LAYING OUT A ROAD

To the Commissioners of the Toun of Plainfteld, County of Will, State of Illinois.
Your petitioners, of the town of Plalnfield, would respectfully represent that the public cousenicure and wants require that a road and highway shouh be baid ont and constructed beghming at the nortleast corme of George li. Smuth's farm, int the town of I'lainfield, and leading in a direct line soutl to the town of lockjport.

Your jutitioners noull therefore ask that your honors would view the premises and locate and construct said road ant highway, according to the laws in sucti cases made and providen, as shown by the statutis of the State.

Signatures.
Signatures.

## PETITION FOR CEANGING A ROAD

To the Commissioners for the County of . ..........
The undersigned respectinlly remrisent that the puble road anil highway from the louse of J. II. Nolan. In the town of Oswego, passing the house of G. H. Fanst, to the house oi Charles Petcrson, in the town of Oswego, is Indirect, inconvenient and ont of the way: wherefore, your betitioners request your honorable body to virw the premises, straighten or new lowate such
 or make suct ulterations or improvements as shall apporar to your honors necessary

Signutures.
Signatures.


## MOTOR VEHICLES

## AN ACT RESPECTING MOTOR VEHICLES.

3. Every person now owning or hereafter nequiring a motor vehicie shail, for every such vehicle owned hy him, file in the office of tho Munlcipal Commissioner a statenuent contalning his name and address with a hrief deseription of the velicle so owned by him, lncluding the name of the niaker, factory number, styie of vehicle and motor power, on a blank to be prepared by tho said Municlpal Commissloner for the purpose. 7-8 Ed. 7, c. 34, s. 3.
4. The fee to he pald upon the flling of such statement shall be as follows: Nothing for motor vehicles owned or operated hy any munlelpailty; two doliars for a motor eycie, and five dollars for any other motor vehiele, to be reduced to two doliars if the application is made between the first day of October and the first day of the following Aprll.
(2) Upon the flling of such statement as aforesald and payment of the proper fee, the said Munieipal Commissloner shall register sueh motor vehicie in $n$ book or index to he kept for that purpose, and asslgn to it a dlstinctive number. 1 Geo. 5, c. 28, s. 1.
5. The Municipal Commlssioner shali forthwlth lssue and deliver to the owner of sueh motor vehlele a certificate of registration, together with a seal of aiuminum, or other suitahie metal, which shall have impressed thereon the words "Manioha Licensed Motor," with the registration number and year of issue inserted therein, which seal shall at all times thereafter be conspicuously displayed on such notor vehiele hy heing rlgidiy affixed to the interior portion of the front part thereof.
(2) The Municipal Commissioner shall also lssue and deliver to the owner of such motor vehicle at the time of the issue of the registration certlficate as aforesaid two number plates having thereon the registration number of such motor vehlele, the ahbreviated name of the Province and the year of issue. Such numher piates shall he of a distinctly different color or sitade for each year, to he designated and selected by the Munlcipal Commissioner, and there shail be at ali

## MOTOR VEHICLES

times a marked contrast between the eolor of the number plates and that of tbo numerals or letters thercon.
(3) The Municipal Conmissloner may charge a feo of ono dollar for cach set of number plates issued pursuant to tho provisions of this Act.
(4) In case of the loss of number plates or of a chauffeur's badge, a new pair of number plates or a new badge, of another number thin that borne by the fost number plates or badge, ps the case may be, may be obtainced from the Municipal Commissioner upon satisfactory proof being adduced as to the loss of the said number plates or badge, as the case may be, and the payment of a fec of one doliar. 1 Gco. $5, \mathrm{c} .28,88.2$, 14 (58), 17.
6. The certificate of registration shall contain the same words and number as the seai, and slalif further contain the name of the owner of the vehicle registered, his address, the namo of the maker of the said vchicle, tho factory number, stylc and motive power. 7-8 Ed. 7, c. 34, s. 6; 10 Ed. 7, c. 39, s. 2.
8. Every certificate of registration may be renewed from year to year from the first day of April in any year upon appilcation to the Munlefpal Commissioner and tbe payment of the fee required by thits Act. 10 Ed. 7, c. 39, s. 4; 1. Geo. 5, c. 28 , s. 3.
15. Every motor velilcle shall be cquipped with "deguate brakes sufficient to control such motor vebicle at all times, and aiso with suitable bell, gong, horn or other device, shich shall be sounded whenever it shall be reasonably necessary to notify pedestrians or others of the approacb of any such vehicle. 1 Gco. 5, c. 28, s. 7.
16. Every motor vchiele shall carry, during the perlod from sunset to one hour before sunrlse, at least two lighted lamps, showing white lights visibie at least two hundred feet in the direction toward which each motor vehicie is proceeding, or is headed if not in motion, and upon each of such ligits shall be displayed in such manner as to be plainiy visible when sueh lamps are llghted the license number of said motor venic!?, such figures to be of arabic numerals, not less than one inch in beight; and there shall also be attached to the rear end of said motor vehicle a lighted lamp which shail

## MOTOR VEHICLES

have in addition to a red lens at least one white lens so arranged as to cast a white light upon the fleenso izumber of the motor vehicle, provided that motor cycles shall only he required to display oue whits light in the direetion in which they are proceeding. $10 \mathrm{Et} 7,$. c. 39, s. $8 ; 1$ Geo. 5, e. 28 , s. 6 .
19. Any applieation for a licenss to operate motor velicles as a chauffeur shall be made to tho Munieipal Commissioner, upon hlank forms to he prepared under his authority. Every such application shall he accompanicd by a fee of flve dollars.
26. No male person under sixteen years of age, no female person under elgiteen years of age, and no intoxicated person, shali drive or operate a motor vehicle upon any public street, highway, road, park, parkway or driveway. 7.8 Ed. 7, c. 34, s. 25 .
28. No person not a resident of and actually domiciled in the Province shall operate, or permit to be operated, any motor vehicle, not registered under this Act, upon any of the highways of the Province for any greater perlod than thirty days, to he computed from the time such motor velifcle is hrought Into the Province. $7-8$ Ed. 7, c. 34, s. 48 .
31. No person shall operate a motor vehiele upon any puhile highway or street whero the same passes through the closely hulit up portions of any city, town or viliage, at a greater epeed than one mils in six minutes, nor at a greater speed than one mils in four minutes through the residential portions of any city, town or village, nor at a greater ipecd than one mile in three minutes in any other portion of any city, town or village, nor at a greater speed than one mile in ten minutea in turning or approaching a corner of an intersecting puhilc highway or atreet in any city, town or viliage. 10 Ed. 7, c. 39, a. 13, part.
36. In rural municipailties, upon approaching a person walking in the roadway of a puhlic highway, or a horse or horses, or other draft animals, being ridden or led or driven thereon, a person operating a motor vehicic shali, not less than two hundred yards from such person, slow down to speed not exceeding six milies an hour and take reasonable precaution to ensure the safety of such person or animals, and, in the case of horses or other draft animais, to prevent frightening same. 7-8 Ed. 7, c. 34, s. 29.

## INSPECTION OF STEAS BULLERS

## digest of an act respecting the inspection of STEAM BOILEIRS.

## Province of Manltoba

9. The Inspectors shail-
(a) Inspeet alt stenin bollers or steam generators witbin the! respectlve distrlcts before the samo shall be used;
(b) onco at least in eaell year subject all hollers to bydrostatic pressure. R.S.M. e. 160, s. 7, part.
10. The sald inspectors shail satlsty themselves hy a thorough examination inside and outside and by a hammer test after the liydrostatle pressure-
(a) that the holiers helng laspected nre well made, of good nnd suitahle material;
(b) that the openlng for the passage of water and steam respectively and all plpes and tuhes exposed to beat are of proper dlmenslons and free from obstruetlons;
(c) tbat the flucs are elrcular in form;
(d) that the frletlon (flre llne) of the furnace is at least two lnehes below tho prescrlbed minimum water llne of ths bollers;
(e) that the arrangements for delivering the feed water are sucb that tho bollers eannot be injured thereby;
( $f$ ) ,that tbe bollers and thelr steam connections may be safely employed without perll to life;
(g) tbat the safety valves are of suitahle dimenslons, suffelent in number and properiy arranged;
( $h$ ) that the safety vaive welghts and springs are properiy adjusted so as to allow no greater pressure in the bollers tban the amount preserihed hy the inspection certlfieate;
(i) that every boller is provided with a lock pop safety valve of approved make, with openings for the dlscharge of steam on the side thereof, and provided with a cap covering the adjusting nut and set-screw in such a manner that it can he cfficlently sealed by the inspector;
( $j$ ) that there is a sufficlent number of gauge cocks and a properiy inserted fusible piug in the flue or crown sheet so

## INSPECTION OF STEAM BOILEIS

as to fuse by the heat of the furnace whenever tbe water in the bolier falls below its prescrihed llmits;
( $k$ ) that there are adequnto and certaln provislons for an ample supply of water to feed tho bollers at all times so tbat in high pressure, holiers tho water sball not be less thau four luches abovo the top of the flues in horizontul hollers and four laches ahove crown or thuc sheet iu uprlgit bollers;
(l) that neans for blowing out are provided so that tho mud and sedlment may be removed while tbe bolfer is under pressurc of steam. R.S.M. c. 160, s. 7, part; 10 Ed. 7, c. 68, s. 1.
1I. In addition to tho annual Inspection, it shall be the duty of ench inspector to examine at any time, when in his opinion such examination shali bccome necessary, alf such bollers withln hils distrlet as shall become unsafe from any cause, and to notley the owner or person using such hollers of any defect and what repairs are necessary $\ln$ order to render them safe. R.S.M. c. 160 , s. 7, part.
12. in subjecting to bydrostatle tests, bolfers usually designated as higb pressure, the inspector sball assume one hundred and twenty five pounds to the square lnel as the maximum pressure allowable as a working pressure for new bollers of forty-two lncbes in dlameter, made in the best manner of plates one-fourth of an inch thick of good materials. R.S.M. c. 160, s. 8.
13. The inspector shall, bowever, rato the working power of all higb pressure hollers according to their strength compared witb this standard. R.S.M. c. 160, s. 9.
14. Shouid the inspector be of the opinion that any bolier, hy reason of lts construction or matcrial, whll not safely allow so high a working pressure as herein provided, he may, for reasons to be stated specially $\ln$ his certifleate, fix the pressure of such bolfer nt less than three-fourths of the test pressure. R.S.M. c. 160, s. 11.
18. Every boller shall also be provided with two reliable steam gauge: unless the inspector shall expressly certlify tho same to he unnerpoeng:'. R.S.M. c. 160 , s. 17.
19. It shall te the duty of the owner, manager or operator of a holler to allow the inspector free access to the same, and to furnish water and fill boller and remove facket or covering

## INSPECTION OF ETEAM BOLLERS

When directed hy the inapector to enahle intm to make teft; and it shall be the duty of the englineer operating the same to assiat the inspector in hla examination, and to point out any defect that he may know or belleve to exlat in the bofler or machlnery in his charse.
(2) The owner of a portable boller shall Inform the hofler laspector of his district where the bolier is located on or hefore the firat day of May in each ytor. If.S.M. c. 160, 8. 18, part; 9 Ed. 7, c. 68, 3. 4, part.
20. Inspectors shall have the risht, at all reasonoble hours, to examine bollers in course of construction or repair and to refuse to grant a certificate for any holler lound defective according to the provislons of this Act or of whicis such examination has been refused. R.S.M. c. 160, s. 26.
22. Any holler not laspected, or whlch, on inspection, has been condemned hy the laspector, shall have allixed and seaied thereto hy the aald Inapector an officlal tag, prohliting the use of sald boller. 9 Ed. 7, c. 68, s. 4, part.
29. Any person operating a boller, as well as the lessee or owner thereof in case the same is heing operated with his consent, withont there being an unexpired certificate of Inspection thereof, shall, unless the ohsence of the cerifficate Is due to neglect or default of an Inspector, he llahle to a penalty of five dollars a day for each day that he shall operate such uncertificated holler. R.S.s1. c. 160,. s. 25.
31. It shall he the duty of the person operating or owning any boller pronounced hy the $\ln$ spector unsafo to cease to use the same untll such repalirs as are Indicated hy the inspector are made, and in case of fallure to comply with the requirements of the inspector, the person owning, as well as the person operating, any such holler shall he llahle to a fine not exceeding one hundred dollars and shall also he llahle for any damages to person and property resulting therefrom. R.S.M.

## PART X

Farms, Farming, Grain Tables, Land Measurement, etc.

1841
HON. GEO. WM. ROSS, LL. D., F. R. S. CAN.
M. P. 1872-82, Miniter Educ Elucator. Editor, Author
M. P. 1872-82, Minister Educ. 1893-99, Drem. Ont. 1899-1905, Sawator 1907 -

## UNEARNED INCREMENT ON LAND

## AN ACT RESPECTING THE TAXATION OF TIE LSEARNED INCREMENT ON LAND.

(Assented to Octuber 25, 1913.)
His Majesty, hy and with tho advlec aad consent of thy Leglatutlve Assembly of tho Proviaco of Alberta, enacts ay follows:

1. This Act may be cited as the "Unearned Inerement Tus Act."
2. The expressions defined In section 2 of The Land Till's Act shall have in this Act the same meanlngs as are by the sald section assigaed to them.
3. Thero shall be payablo upon tho reglstration under The Land Tilles Ac: of any traasfer of land a tax of five per cent. on tho increased value of tho sald laad over and above the valuo thercof according to the last precediag value for the purposes of this Act, excluding in all cases the cost of Improvements or of development work actually made or dono upon or In coaaectlon with the sald land.
(2) No tax shall be payablo under thls Act upon the reglstratlon of any grant from the Crown, or of any transmlssion of the land of a deceased person or upon any transfer from the executors or adminlstrators of any such person to the devises or dovlsees of such laad or to the persons entitied thereto upon a distribution of the estate and any value ascertalaed upon the registration of any such transmission or transfer shall aot he deemed to be a value nscertained for the purpose of thls Act.
(3) No tax shall he payahle under this Aet in respect to the transfer of any unsubdivided land of whith at least on per cent. was under cultivation and whlch was netually and bona flle used by the transferor for agrientural purposes during tweive months immedlately preceding the transaction which results in the making of the transte., execpt to the extent of the excess area of land beyond 640 acres in which the transticror was beneficlally interested Immediately before the transaction whlch results in the making of the transfer and to the extent of the excess value $n f$ the land transferred heyoad the sum of $\$ 50.00$ per acre without improvements.

## UNEARNED INCREMFNT ON LAND

(4) The valuo ascertained for the purpose of any transfer of fand exempt from tsxation under the last preceding clause shall ho deemed to he n value nseertained for the purpose of this Act.
4. For the purpose of ascertaining the first taxahle value for the purposes of thils Act in respect of nny intrest in land created hefore the passing thercof, the last value for the pur. poses of this Aet shnil he deemed to be-
(a) $\$ 15.00$ per acre in the ease of any lnnd not at the date of the passing of this Act within any incorporated elty, town or vlliage;
(b) The assessed value of nny land within any incorporated elty, town or village according to the last revised assessment roll for the year 1913, if such land is assessed upon such roll or if not then such value as may he made to appear to the registrar of land tities to he just;
(c) Pruvided that if it is made to appear to the satisfaction of the Registrar that the person ilahle to pay any $\operatorname{tnx}$ payahle hereunder hiss hefore the passing of this Aet hought or agreed to huy the land in respect of which such tax is payahle at a price greater than the last value ns hereinhefore aseertalned, the priee pald or agreed to he pald upon such purehase shall he deemed to he the last value for the purposes of thls suhsection;
(d) And provided further that if within one year from the passing of this Aet the owner of any fand not within the limits of an incorporated elty, town or viliage makes it appear to the Registrar that nt the time of the passing of thls Act the vaiue of such land exceeded $\$ 15.00$ per acre, the Registrar shall enuse the value of the sald land to be aseertained and the value certified hy him shall he decmed to be the value for the purposee of this suhseetion.
(2) For the purpose of ascertaining the first taxahle value of any interest in land created after the passing of this Aet, tho last value slisil he taken to he the value ascertained at

## UNEARNED INCREMENT ON LAND

tbe date of the creatlon of the interest, if any, or if no value was tben ascertained, tbe last value sball be tnken to be zero.
5. The secretary-treasurer of every incorporated efty, town and vlifage sbnil lorthwith upon the nssessment roil for such elty, town or villnge being flnaliy revlsed for the year 1913 send to the registrar of land tities for the distrlet in which such eity, town or village lies, a eopy of such roll duly eerthfled by him under the seal of the corporatlon.
(2) Upon tho recelpt by him of such assessment rolls, the reglstrar of land tlties shnli note upon every eertlfeate of title eovering lands inciuded therein the value of sucb lands as sbown upon sueh roll.
6. No trnnsfer of land slall be reglstered untll after the payment of any tax payable hereunder.
7. Unless otherwise agrecd upon between the parties, any tax payable bereunder shall be payable by the transferor or, In the ease of tho first transfer after the date of the passing hereof, sball be payable by tbe person beneffeially entitled to the land at the said date.
(2) If any tax payable bereunder is paid by any person other than the person liable for the payment thereof, It shali be recoverable from the person so liable in an action at tho sult of the person by whom it was paid into any court of eompetent jurisdictlon as a debt due to sueh person.
8. Where part only of the land included in the last valuation is transferred the amount of the tax payable shall be ascertained by determining the unit value of the whole of the sald fand (namely, the value per square foot or per acre or as the case may be) aecording to the last preceding valuation, and the value aecording to the valuation of the same unit nt the date of such transfer unless it is made to. appear to tbe registrnr upon oath that such aseertainment of the tax would be uafair or impractleable by reason of the variatlon in the quallty or sltuntion of the land, or other similar cause, and $\ln$ such ease the registrar shall deelde the mode of nseertaining and the amount of the tax.
9. The Lleutenant-Governor in Council may from tlme to time make sueh regulations and provlde such forms not $\ln$ consistent with thls Act as may be necessary or ndvlsable for tbe efficlent and equitable oquerallia of the athe

## LAND TITLES ACT

## AMENDMENTS TO THE LAND TITLES ACT RELATING TO THE UNEARNED INCREMENT TAX.

The Land Titles Act, heing chapter 24 of the Statutes of Alherta, 1906, and amendments thereto, is amended as follows:

1. Section 117, suhsectlon 2: By repealing the same and substltuting therefor the following:
" 2. The value of land and Improvements for the purpose of this Act and of The Uncarncd Increment Tax Aci shall he ascertalned hy the oaths or affirmations of the transferor and transferee of such land or of such other person or per. aons on behalf of elther or hoth of them as the registrar believes to he acqualnted with the value of the land and whose oath or affirmation he ls willing to accept.
"3. Such oaths or affirmations may he in Form 1i. in the Schedule to this Act, and shall he necessary in all cascs where any new dupllcate certificato of title is required to he issued whether or not any fees are payahle in respect to such land under the provisions of thls section or of The Unearned Increment Tax Act.
"4. If the value of the land or of the improvements as set out in the affidavit sworn hy or on behall of the transferor and transferee respectively are not the same or if for any other reason the valuations are unsatisfactory to the reglstrar he shall cause a valuation to he made by an inspector of trans. fers and such valuation shall he taken to he the value of such land or improvements and shall hlnd the partles to the transfer."
2. By adding after section 117 the following new section:
" 117a. The Lleutenant-Governor in Councll may appoint one or more inspectors of transfers and it shall he the duty of such Inspectors to investlgate such vsluations as the regis. trars of land tllles may require and report thereon, and to perform such other duties as the Lleutenant-Governor In Counci may from tlme to tlme asslgn to them."
3. Sectlon 124: By adding thereto the following subsectlon:
"(8) For every vlolation of the preceding suhsection the offender shall he guilty of an offence and on summary convletion shall be liahle to a fine of not less than $\$ 50.00$ nnd not more than $\$ 100.00$ and costs for each lot sold under agreement for sale or otherwlse."

## LAND TITLES ACT

4. By adding to the Schedule hereto the following form:
"Form II, Section 117.
Canada,
Province of Alberta.
"I, (name in full, no initials) of (residence), (occupation). make oath and say:
"1. I am the transferor (or transferee, or agent, of ths transferor, or, and, transferee) in the withln (or ahove) transfer mentioned and I know the fand ahove (or within) described.
" 2. The improvements upon the said iands conslst of the following and are of the falr vaiue set out opposite cach:

Buitding used as a..................................
Building used as a.....................................
Building used as a....................................
(setting out every building) of fencing
(stating length)
Clearing
acres
Breaking
acres
Crops now upon the land
acres.
Gsrden improvement
Well
Other improvements
(describing them)
Total
$\$$
"3. The land alone, without Improvements, is of the fair vaiue of
doilars, the total vaiue of the fands, with the Improvements, heing at the date hereof ............................ . doliars.
"4. I know the circumstances of the ahove (or within) transfer and the consideration named therein is the true consideration passing hetween the partles.
"Sworn hefore me at the City of.
in the Province of Aiherta, this $\qquad$
day of....................... A.D. 1913.

## A Commissioner, ete."

## FARMS AND FARMING

## To Find the Woight of Live Stock by :-yasuroment

The only instrument necessary ls a measure with feet and Inoh marks upon lt. The girth is tbe circumference of the nnimal just behind the shoulder hlades. The length ls the distance from tbe shoulder blades. The superficial feet are obtained hy multiplylng the girth and length. The following tnble contalns the rule to ascertaln the weight of the animul:

If less than one foot in girth, multiply superficial feet by eight.
If less than three and nore than one, multiply sujerticlal feet by cleven.
If less than five and more than three, multiply suprificial feet by sixteen. three.

If less than nine and more than seven, multiply superficial feet by thirtythree.

If less than eleven and more than nine, multiply superficial feet by fortytwo.

Example: Suppose the girth of a bullock to be slx feet three Inches; length five feet six laches: the superficial area will then be thirty-four, and In accordance with the preceding table, the welght will be seven liundred and eighty-two pounds.

Example: Suppose a pig to measure in girth two feet, and length one foot and ulne inches. There would then be 34 feet, which, multiplied by eleven, glves $38 \frac{1}{2}$ uounds as the weight of the animal when dressed. In this way. the welght of the four quarters can be substantially ascertained during

## Measurement of Land

If the field be a square or parallelograin, multiply the length In rods hy the whath in rods, and divide by 160 , the nuinber of square rods $\ln$ an acre. If tho field is trlangular, multiply the length of the longest slde in rods by the greatest widtll in rods, and divide half the product hy 160. If the field be of irregular shape, divide it lnto triangles, and find the acreage of each triangle as above. All straight-sided fields can be thus measured. Where the sldes are crooked and irregular, take the length in rods in a number of places nt equal distances apart, nda them, and divide hy the number of measurements, which will give the mean length; proceed similarly with the width, multiply the mean length hy the mean width, nnd divide hy 160 . Where the field is in a circle. find the diameter in rods, multiply the square of the diameter hy 7.854, nnd dlvide hy 160.

To Lay Out an Acre in Rectangular Form.-An acre of land contains 160 square rods, or 43,560 square feet. Hence, to lay nut an acre at right angles (square corners), when one side ls known, divide the units in the square contents hy the units of

## FARMS AND FARMING

the same kind in the iength of the known side. Tlus: if the known side be 4 rods, divide 100 by 4 , nud the quotient, 40 , will be the depth of the sore-plot. If the length of the known side be 90 feet, divide 43,500 by 90 , and the quotient. 48 , will tee the depth of an acre-plot.
Township Range
$\qquad$ —


## Measurement of an Acre Plot

Fither of the following measures include an acre plot:

| 3 by $531-8$ rois. | 5 by 222 c-7 rods. | 10 by 10 rods. |
| :---: | :---: | :---: |
| 5 by 32 | 8 8 | $\begin{array}{ll}11 \\ 12 & \text { by } \\ \text { by } \\ 14 & 6-11\end{array}$ |
| 6 by 262.3 | - 17 7-8 | 12 by 13 |

12 rods 10 feet and $8 \frac{1}{2}$ inches square make an acre.
Square Feet and Feet Square in Fractions of an Acre.

| Fractlon of an acre | Square feet. | Feet square. | Fruction of an scre. | Sytuare feet. | Feet squire. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1-16 | 27223 |  |  |  |  |
| $1-8$ | 5445 | 788 | 1 | 21780 43560 | 1.46 |
| 1-4 | 10890 | 104 | 2 | 87120 | 295 |
| 1-3 | 14520 | 120 \% |  |  |  |

## FARMS AND FARMING

## Amount of Barbed Wire Required for Fencen

Estimated number of pounds of Barbed Wire required to fence space or distances meutioned, with ons, two or three lines of wire, based upon eacb pound of wire measuriag one rod (1G\} feet).

|  | 1 Line. | 2 Lnes. | 3 Lines. |  |
| :---: | :---: | :---: | :---: | :---: |
| 1 1 8quare acre. |  |  |  |  |
| 1 square half acre | 123 libs | 251 | 38 | ibs. |
| 1 Square milc. | 1280 lbs. | 2560 lbs. | ${ }_{3840}$ | lbs. |
| 1 Mlde of a squar | 320 lbs. | 2540 lbs. | ${ }^{1840}$ | libs. |
| 100 Rods In leng | 100 lbs. | 2 jbs. | 3 | lbs. |
| 100 Feet In lengt | $6^{100} 1-16 \mathrm{lbs}$. | ${ }_{200}^{201}$ 12t lbs. | $\begin{aligned} & 300 \\ & 18-16 \end{aligned}$ | libs. |

## Legal Weights and Measures in Canada.

The legal weights and mensures of Canada are the Imperial yard,
 $4.5+1 \pi i$ and the lmprerlal busbel. Tbe hupirlal gallon ls equal to equal to 3.785 Hitres, the whe gallon, used in the Enlted stutes, is
$13 y$ Se 127 Hes.
povlded: $y^{37}$ of Chap. 8. I Revised Statutes of Canadn, 1000, it is mentioned that in cintract for sale und dellyery of any of the underunless a busbel by the bu .el should be determined by welgblng. equivilent to a busbel being as speclally ngreed upon, the welgbt

Wheat 60
Barley. 48 fibs. Indian corn, 56 lbs . IRyc, 56 ibs . Pease, 60 lbs
 Custor beans, 40 lls . 44 libs, Blue krass seed. 14 lbs, Lime, 70 lbs .
 conl. 50 lbs . Clover 60 liets, 60 lbs . Onions, 50 lbs. ixitunalnous los. 60 lbs . Clover seed, 60 lbs . Tlmotby, 48 fbs. Juckwheat, 48

By. Sec. 19 , Cbap, 52 of tbe Revised Statutes of Canada, 1000 , the British hundredweligt of 112 pounds, and the ton of $2 \cdot \frac{1}{3} 40$ poind were abollseed, and tbe hundredwelght was deelared to be 100 punde,
 of cunada and the Cnited states.

Bre recent Acts it ls ordirenl that for apples the barrel shall be 96 gints, size, lenerth, $2(6)$ lachorg betweeu bead (inslde measnre) dhumetor (bend), 17 Inche midale dlameter, $181 / 2$ incbes. Boxes


## Area and Weight of Tile

The following table shows the area and the weight of the different sized tlle:


FARMS AND FARMING

## The Oarrying Oapacity of Tile

Gailons Per Minete

|  | Fall per 100 Feet. |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Size of Tile. | 1 in. | 3 in . | 6 ln . | 9 in. | 12 m . | 24 ln . | 36 in . |
| 3 -inch. | 13 | 23 | 32 | 40 | 46 | if | 79 |
| 4 -inch. | 27 | 47 | 64 | 81 | 9.3 | 131 | 163 |
| 6-Meh. | 75 | 129 | 18.3 | 224 | 2588 | 36 | 450 |
| 8-inel | 153 <br> 205 <br> 1 | + 265 | 375 693 | 460 617 | ${ }^{511}$ | ${ }_{1500}^{750}$ | 933 1240 |
| O-inch | 1205 207 | 355 463 | 583 055 | 617 803 | 711 9213 | (1306 | 1240 1013 |
| 12-inch | 422 | 730 | 1033 | 1273 | 1468 | 2080 | 2551 |

A large tile $w^{\prime!}!$ carry more water according to its size than a small one. This is because there ls less surface on the Inside of the large tile compared with the size of stream, and thercfore less friction. More water will flow through a stralght tile than a crooked one having the ame diameter.

Exasple: A nine-inch tle at 6 inches fall to the 100 feet wili tiow 593 gals. per minute.

## How to Use the Hiog and Oattle Table

Cattle.
What will be the cost of $1,170 \mathrm{lbs}$. of cattle at $\$ 4.25$ per hundredweiglit?

$$
\begin{gathered}
1,100 @ \$ 4.25=\$ 46.75 \\
70 @ 4.25=2.98 \\
\text { Answer }-\$ 49.73 \\
\text { Hoas. }
\end{gathered}
$$

What will be the cost of 2,750 lbs. of hogs at $\$ 3.75$ per hundredweight?
$2,700 @ \$ 3.75=\$ 101.25$
00 @ $3.75=1.88$
Answer- $\overline{108.13}$

## Hog and Oattle Table

The middle column gives the number of pounds and the top of each column the price per poumb or hundril weight.


## FARMS AND FARMING

How to Find the Number of Burhole of Grain in a Bin or Boz
Rulc.-Multipy the length In feet by the height in feet, and then agalu by the breadth in feet, and then again hy $y$, and cut off the right hand figure. 'the last result will tee the number of bushels.

Example - IIow many bushels $\ln n$ bln 12 feet long, 8 feet wide nud 4 feet high?

Solution. $-12 \times 8 \times 4 \times 8=307.2$ bushels. - Answar.

To Find the Contents of Wagon Box
A common wngon box is a little mose than ten feet long and three feet wide, nad wlll hold about two bushels for every Inch in depth.

Rule.-Multiply the depth of the wngon box in inches ly 2 , and you lave the number of bushels.

If the wagon box is 11 feet long multiply the depth in inches by 2 , and add one-tenth of the number of bushels to itself.

Example. -How many bushels of grain will a wngon tox hold, 20 Inches deep and 10 feet long?

Sulution. $-20 \times^{2}=40$. - Answer.
N.B. - A bushel to the inch is calculated for corn on the cob.

## Explanations of Grain Tablas

The figures in henvy type represent the weight of the load, the number of busihels aud pounds uver nre found at the right under tbe kind of graiu.

Example.-How many bushels in a load of whent weighing 1490 pounds? Run down the first, or weight columm, to 1490 and find opposite under "wheat" 24 bushels and 30 pouuds.

FARMS AND FARMING
Trable Showing the Number of Bushels and odd Pounds in Land of Grain.

| 2 |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10 | ${ }^{20} 9$ | 16 | 02 |  |  |  |  |  |  |  |
| 1020 | 30100 | 18 | 12 | 17 |  | 14 | 40 | 16 | 45 |  |
| 1030 | 3029 | 16 | 2 | 17 | 10 | 14 | 50 | 18 | 50 | 2122 |
| 1040 | 30.59 | 18 | 62 | 17 | 20 | 14 | 00 | 18 | 85 | 2182 |
| 1050 | 30.88 | 18 | 42 |  | 80 | 15 | 00 | 14 | 00 | 2148 |
| 1080 | 31.16 | 16 | 62 | 17 | 40 | 15 | 10 | 14 | 10 | 2204 |
| 1070 | 6147 | 10 | 00 | 17 | 50 | 15 | 2 C |  | 20 | 22.14 |
| 1080 | 6178 | 10 | 16 | 18 | 00 | 15 | 30 | 14 | 80 | 22.24 |
| 1090 | 3208 | 10 | 20 | 18 | 10 | 15 | 40 | 14 | 40 | 2284 |
| 1100 | 6235 | 19 | 36 | 18 | 20 | 15 | 50 | 14 | 60 | ${ }_{29}^{22} 4$ |
| 1110 | 3265 | 19 | 46 | 16 | 30 | 15 | 00 |  |  | 23.00 |
| 1120 | 6294 | 20 | 00 | 16 | 40 | 10 | 00 | 14 | - | 23 |
| 1130 | ${ }_{39}^{33} 24$ | 20 | 10 | 18 |  | 15 | 10 |  | 05 | 28 |
| 1140 | 3353 | 20 | 20 | 10 | 00 | 10 | 20 | 15 | 10 | 2383 |
| 1150 | 3382 | 20 | 80 | 10 |  | 15 | 80 | 15 | 15 | 2348 |
| 1160 | 3412 | 20 | 40 | 10 | 20 | 18 | 40 | 15 | - | 24.08 |
| 1170 | 34.41 | 20 | 50 | 10 | 33 | 15 |  | 15 | 40 | 24 |
| 118 | ${ }^{34}{ }^{71}$ | 21 | 04 | 10 | 40 | 18 | 80 | 15 |  |  |
| 1190 | ${ }^{85} 50$ | 21 | 14 | 10 | 50 | 17 | 00 | 5 | ${ }^{65}$ |  |
|  | ${ }^{85} 59$ |  | 24 | 20 | 0 | 17 | 10 |  |  | 5500 |
| 1210 | ${ }_{35}^{35} 5$ |  | 34 | 20 | 10 |  | 30 | 16 | 10 | 5 |
| 1220 | ${ }_{35} 88$ |  | 4 | 2 | 20 | 17 | 60 | 18 |  | \% |
| 1230 | ${ }_{38}{ }^{16}$ | 21 | 54 | 20 | 30 | 17 | 40 | 18 | 80 | 5 |
| 1240 | ${ }_{36}^{36}{ }_{78}^{47}$ | 29 | 18 | 20 |  |  | 30 | 18 | 50 | 08 |
|  | $37{ }^{06}$ | 28 | 28 | 21 | 00 | 18 | 00 | 16 |  |  |
| $12 \%$ |  | 22 |  | 21 | 10 |  | 10 | 18 | 70 | 2 |
| 80 | ${ }^{37}{ }^{65}$ | 22 | 48 | 21 | 20 | 18 | 20 |  | 05 | 32 |
| 1290 |  |  | 03 | 21 | 60 | 18 | 20 | 17 |  | 42 |
|  | 36 | 23 | 12 | 21 | 40 | 18 | 40 |  |  | 04 |
| 1310 |  |  | 22 | 21 | 00 | 16 | 00 |  |  |  |
| 20 | ${ }_{39}^{36}{ }_{12}^{82}$ | 23 | 32 | 22 |  | 16 |  |  |  |  |
|  | 3911 | 23 | 42 | 22 |  | 19 |  |  |  |  |
| 1350 | 3971 | 24 | 00 | 22 | .0 | 19 | 20 |  |  | 00 |
| 1360 |  | 24 | 15 | 22 | 40 | 19 | 30 |  | 10 | 10 |
| 1370 |  | 24 | 25 | 22 |  | 10 | 40 |  |  | 20 |
| 1360 | ${ }_{40}^{40} 8$ | 24 | ${ }^{36}$ |  |  | 19 | ${ }^{60}$ |  |  | 38 |
| 1390 | 4118 |  |  | ${ }_{28}^{23}$ |  |  |  |  |  | 08 |
| 1410 | 41 | 25 | 10 | ${ }_{23}^{20}$ | 30 | 20 | 10 |  | 60 | 29 |
| 1420 |  | 25 | 20 | 23 | 40 | 20 | 20 |  | 70 |  |
| 1430 |  | 25 | 30 | 23 | 50 | 20 | 30 |  |  | 8 |
| 1440 |  | 25 | 40 | 24 | 00 | 20 | 40 | 19 | 15 | 0 |
| 1450 |  | 25 | 50 | 24 | 10 | 20 | 50 | 19 |  | 10 |
| 1460 | 43 | 20 | 04 | 24 | 20 | 20 | 00 | 10 | 35 | 020 |
| 1470 | 4353 | 28 | 14 | 24 |  |  | 00 |  |  |  |
|  | 4382 | 28 | ${ }_{34}^{24}$ |  |  | 21 |  |  |  | ${ }_{61} 608$ |
|  | 4412 | ${ }_{26}$ | 84 | ${ }^{2}$ |  | 21 |  |  |  | 12 |

Beans also are 60 lbs per bushal. 350

## FARMA AND FARMING

Tablo thowing the Niumbor of Buahels and odd Pounds in - Load of Grain-Continued.

| $95$ | Ogta. |  | Who |  | $\begin{gathered} \text { Ear Corb } \\ 75 \text { ibs } \\ 7 \text { ne, } \end{gathered}$ | $2 \mathrm{grig}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1510 | 41414 | 20.54 | $20^{\text {20 }}$ 10: | $21{ }^{46}$ | ${ }_{20}{ }^{\text {a }}$ | 31. |
| 1520 | 4471 | 27108 | 25.20 | 210 | 20.20 | 3133 |
| 1530 | 4500 | 2718 | 2530 | 21.0 | 2030 | 31 |
| 1540 | 45.29 | 278 | 25.40 | 2200 | 20) 40 | 3201 |
| 1550 | 4569 | 27.88 | $23: 5$ | 2210 | 20.50 | 32 14 |
| 1560 | 4588 | 27.48 | 20.00 | 220 | 20.60 | 32.24 |
| 1570 | 4818 | 28.08 | 2010 | 2230 | 2070 | 323 |
| 1580 | 4847 | 2812 | 20 | 2240 | 210.5 | 32 44 |
| 1590 | 4678 | 28.28 |  | 2230 | 21.15 | 8300 |
| 1600 | 47 | 2888 | 2040 | 23.00 | 21.25 | 3310 |
| 1610 | 4735 | 28.43 | 2050 | 2300 | 2135 | 833 20 |
| 1820 | 4765 | 23.62 | 27.00 | 2310 | 2145 | 33313 |
| 1630 | 47818 | 20.08 | 2710 | 23 20 | 2185 | 3346 |
| 1640 | 48 | 2016 | 2720 | 23.30 | 2165 | 3408 |
| 1650 | ${ }_{48}^{48} 8$ | 2926 | 2730 | 2840 | 2200 | 4. 18 |
| 1660 | 48.82 | 2980 | 2740 | 23.50 | 22.10 | 3428 |
| 1670 | 4912 | 29.46 | 2750 | 2300 | 22.20 | $34: 38$ |
| 1680 |  | 8000 | 2800 | 2400 | 2230 | 85 100 |
| 1690 | ${ }_{50}^{49} 717$ | 10 | ${ }^{28} 10$ | 2410 | 2240 | 3510 |
| 1710 | 50.29 | 30 30 | 28 | 2420 | 22.50 | 3520 |
| 1720 | 5069 | ${ }_{80} 80$ | ${ }_{28}^{28} 8$ | 30 | 0 |  |
| 1730 | ${ }^{50} 88$ | 3050 | 28.50 | 2450 | 03 | ${ }_{36}{ }^{3}$ |
| 1740 | 81.18 | 04 | 2000 | 2460 | 2315 | $3{ }^{3} 12$ |
| 1750 | 5147 | 1 | 2910 | 2500 | 23.25 | 38.28 |
| 1760 | 5178 | 24 | 2920 | 2510 | 2335 | 3832 |
| 1770 | ${ }_{52}{ }^{2}$ | 析 | 99 | 2520 | 2345 | 84 |
| 1780 |  | 81.44 | 2940 | 2530 | 2365 | 8704 |
| 1790 | ${ }_{82}{ }^{62}$ | 8183 | 2050 | 25.40 | 85 | 14 |
| 1810 | 5324 |  | 80 | ${ }^{25} 560$ | ${ }_{24} 4$ |  |
| 1820 |  | 32/28 | 30.20 | 2800 | 2420 | 37 |
| 1830 | 5 | 8238 | 3080 | 2610 | 2430 | 88 |
| 1840 | $54{ }^{54}$ | ${ }_{33} 38$ | 80 | 2620 | 24 | 8 |
| 1860 | 54.71 | ${ }_{33} 83$ | 81800 | ${ }_{28}{ }^{28} 30$ |  |  |
| 1870 | ${ }_{55}^{55}$ | 83 | 8110 | 28.50 | 24.70 | 88 |
|  | (00 589 | 3832 | 8120 | 2660 | 2503 | 39 |
| 1890 | ${ }_{55} 88$ | ${ }^{33} 42$ | 3180 | 2700 | 2515 | 39.18 |
| 1900 |  | 8362 | 8140 | 2710 | 2525 |  |
| 1910 | $56 \mid 47$ | 84 | 8150 | 2720 | 2535 | 38 |
| 1930 | 8676 | 84 | 8200 | 2730 | 2545 | 4000 |
| 1930 | ${ }_{57}{ }^{08}$ |  | 8810 | 2740 | 25.55 | 40.10 |
| 1950 | ${ }_{57}^{57} 35$ | ${ }_{84}{ }^{84}$ | -82 30 | ${ }_{27}^{27} 60$ | ${ }_{26} 2600$ | 40 <br> 40 <br> 40 <br> 0 |
| 1960 | ${ }^{67} 764$ | 3500 | 8240 | 2800 | 2810 | 40140 |
| 1970 | ${ }_{58}{ }^{57}$ | ${ }^{35} 10$ | 8280 | 2810 | 2620 | 4102 |
| 1980 | 58.53 |  |  |  | 2830 | 41.12 |
| q000 | 5882 | 85 | ${ }_{33}{ }^{38}$ |  |  |  |

## FARMS AND FARMINO

Table thowing the Number of Duchels and odd Pounds in
a Loed of Crain-Continued.

| $2^{2}$ |  |  |  |  | 10ctich |  | $7014$ |  |  |  | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2010 | ธ0. 12 |  | 50 |  | ${ }_{3}{ }_{30}$ |  | ${ }^{\text {che }}$ |  |  |  |  |
| 2020 | 60.41 |  | 04 |  | 340 |  | 880 |  |  |  |  |
| 2030 | ${ }^{5} 971$ | 36 | -14 | 33 | 350 |  | 9850 | 27 | 705 |  |  |
| 2040 | 60.50 | 3 | 24 | 34 | 400 |  | 2910 | 27 | 715 |  | 9 |
| 2050 | 6020 | 38 | 34 | 34 | 10 | 20 | 20 | 27 | 723 |  | 9 |
| 2030 | 6080 | 36 | 44 | 34 | 120 | 29 | 930 |  |  |  | 14 |
| 2070 | 60.88 | 30 | 34 |  | 30 | 29 | 940 | 27 | 15 | 43 | 300 |
| 2080 | 6118 | 77 | 08 | 34 | 440 | 20 | 50 | 27 |  |  | 16 |
| 2090 | 6147 | 37 | 18 | 34 | 400 | 29 | 900 | 27 | 05 | 43 | 4 |
| 8100 | 6176 | 37 | 28 | 35 | 50 | 30 | 00 | 28 |  |  | 88 |
| 2110 | 62 O4 |  | 18 | 35 | 10 |  | 10 | 28 | 310 | 4 | 46 |
| 2120 | ${ }^{62}{ }^{35}$ |  | 48 | 35 | 20 | 30 | $0 \cdot 20$ | 28 | 20 |  | 08 |
| 2130 | ${ }^{62} 85$ | 38 | 02 | 35 | 30 | 30 | c 30 | 28 | 30 |  | 18 |
| 2140 | 62.94 | 38 | 12 | 35 | 40 | 30 | 0 40 | 28 | 40 |  | 18 |
| 2150 | ${ }^{63} 24$ | 38 | 24 | 35 | 50 | 80 | 080 | 28 | 60. |  | 8 |
| 2180 | ${ }^{63}{ }^{63}$ | 88 | 38 | 30 | 00 | 80 | 060 | 28 | 60 |  | 500 |
| 2170 | ${ }^{6} 3^{32}$ | 38 | 42 | 38 | 10 | 31 | 00 | 28 | 70 |  | 510 |
| 2180 | 64 | 38 | 62 | 36 | 20 | 31 | 10 | 20 | as |  | 50 |
| 2190 | 64 | 39 | 00 | 36 | 30 | 31 | 20 | 20 | 15 |  | 0 |
| 2800 | ${ }^{64} 71$ | 30 | 10 | 88 | 40 | 31 | 130 | 29 | 25 |  | 40 |
| 2210 | ${ }_{60} 60$ | 39 |  | 30 |  |  |  | 20 |  |  | 02 |
| 2220 |  | 39 | 36 | 37 | 50 |  | 1.60 | 29 | 45 |  | 12 |
| 2230 | ${ }_{65}^{65} 5$ | 319 | 40 | 37 | 10 |  | 1.50 | 29 | 55 |  | 128 |
| 22 | ${ }^{65} 88$ |  | 50 | 37 | 20 | ?2 | ${ }^{50}$ | 29 |  | 46 | 82 |
| 2250 |  | 40 | 10 | 37 | 30 | 35 | 10 | 30 | 00 |  |  |
| 2240 | ${ }_{68}^{6847}{ }^{47}$ |  | 23 | 87 | 40 | 32 | 20 | 30 | 10 | 7 | 04 |
| 2270 | ${ }^{67}{ }^{68}$ | 40 | 30 | 37 | 50 | 82 | 30 |  |  |  |  |
| 2290 | $67 / 35$ | 40 | 40 | 88 | 50 | 82 | 40 | 30 | 30 |  |  |
| 8800 | 6765 |  | 04 | 88 | 10 | 83 |  | 30 | 40 | 47 | 84 |
| 2310 | ${ }^{17} 9$ | 41 | 14 | 88 | 30 |  |  | 0 |  | 48 |  |
| 2320 | ${ }^{68} 24$ | 41 | 24 | 38 | 40 | 33 | 10 | 30 | 70 | 48 | 13 |
| 2330 | 68 | 41 | 34 | 38 | 50 | 33 | 20 | 31 | 05 | 48 | $2{ }^{3}$ |
| 2340 | ${ }_{69} 6$ |  | 44 |  |  | 33 | 30 |  |  | 48 | 36 |
| 2350 | 6911 |  | 64 | ${ }^{39}$ | 10 |  | 40 |  |  |  |  |
| 2370 | ${ }^{89} 71$ |  | 18 | 39 |  | 83 |  | 31 |  | 49 |  |
| 2380 | 7000 |  | 28 | 39 |  | 33 |  | 31 |  | 49 |  |
| 2390 | 7929 | 42 | 38 | 79 | 50 | 34 |  | 31 |  | 49 |  |
| 2400 |  |  | 48 | 40 | 50 | 34 | 20 | 32 | 00 | 80 | 00 |
| 2410 | ${ }^{1} 18$ | 43 | 02 | 40 | 10 | 34 | 30 | 32 | 10. | 50 | 10 |
| 242 | ${ }_{71} 18$ |  |  |  |  | 34 | 40 | 32 |  | 50 |  |
|  | 7178 |  | 23 | 40 | 30 |  | 50 |  |  | 50 | 30 |
| 2450 | 7208 |  |  |  |  |  |  | 32 |  | 50 | 40 |
| 2480 | $72{ }^{35}$ |  | 5 |  |  |  | 10 |  |  |  |  |
| 2470 | $72{ }^{65}$ | 44 | 08 | 41 | 10 | $3{ }_{3}$ | 20 | 32 | 70 | 51 |  |
| 2480 | 73 | 44.1 | 13 | 41 | 20 | 35 | 30 | 33 | 05. | 51 | 82 |
| 2490 | ${ }_{73}{ }^{53}$ |  | 28 | 41 | 30 | 354 | 40 | 83 |  | 51 |  |
| 25 | red | 448 | 86 | 41 | 40 | 351 | 50 | 83 |  | 58 | 04 |

## FARMS AND FARMNO

Tablo thowing the Inmber of Buicole and odd Pornds in
s Loted of: Grain-Continued.


## FARMS AND FARMING

Table Showing the Number of Bushels and odd Pounds in a Load cl Grain-Continued.


## FARMS AND FARMING

## FARMER'S OLUB

In a farmer's club, which has for Its object social intercourse and the acquisition of knowledge, there need be few arbitrary rules of order enforced, but, instead, the discussions may be more or less conversatlonal. But, as all business is facilitated by good regulations, the officers of the club ought to be armed with by-laws, and empowered to enforce their provisions whenever necessary.

## Constitution

Art. 1. -This association shall be known as the Castana Farmer's Club its object slaall be to promnte a knowledge of pructical larming and cardening anmong lts members and the community, lin conneretion with social enjoy. ments by the members and their families.

ART. 2.- The members of the clib are those wio frame this eonstitution and conform to lts requirements, and others who may be invited to joln by the executive committec, all of whom shall pay $\$ 00$-annually in September (or monthly) Into the treasury.

Art. 3.- Che officers of the Club shall be a President, a Secretary, who shall be the Treasurer, and three members, who, with the President and Secretary, shall constlute the Executive Committee. The Secretary shall keep recorils of transactions, and be eustodian of the funds and other property of the Club, being accountable at all times to the Executive Committee, giving bonds, if required, and shall prepare and present a full report to the Club at the annual meeting. The Executive Committee, three members of which slall be a quorum, shall have general charge of the linterests of the Club and the carrying out of lts objects. It shall fill vacaneles amoug its oftcers, make ruleg, invite new members to join, regulate expentitures, manage exlibitions or fairs, publish offers ': prizes and the awurds, be responslble for the welfare of the Club, aull report at the annual meeting through its Clerk.

Art. 4.-The mecting of the Club slall take place on the first Tuesday of eaeh month; the meethig in January being known as the "Annual Meeting."

Ant. B.-Thls Constitution may be amended by a vote of two-thirls of the members present at any regular meeting, nothe laving been given at the preceding-regular meeting.


## TRUSTS AND MONOPOLIES

The Trusts whlch dominate the husinese world of to-day are the Iegitlmate descendants of the old Engllsh monopoliee.

Definition.-The old tlme monopolics were grante by the crown securlng to one or more persons an exclusive right to carry on some partlcular hranch of trade or manufacture, while the modern trusts are organizations formed by the combination of competing firme, whlch, independently of any grant of a sovereign or State, exert the right and power of coutrolling the entire business of the psrticular branch of trade or manufacture in which the are engaged.
History.-In the eixteenth century the people of England complalned of the extortione of the monopoliee which had been granted by the crown and the whole system was attacked in Parilament $\ln$ 1597. No restralning law was passed, becauee of the personal eollcitation of the queen, but in 1601 Parliament took up the subject and a list of the most objectionable monopolles was read in the House of Commons. One member of that body caused a eensation at the tlme hy asklng, "Is not bread among the numher?"
In 1623 the eo-called etatute of monopolies was passed, which provided that all monopolifs should be illegai, except such ae mlght be granted hy Parilament, the only exceptlone heing the control of new manufactures and inventlons. For a time this law put an end to the formation of monopolies, which have now hecome common under the name of "truste" In ncarly every civilized country of the worid.
English Trusts.-In England, despite the industriul cnersy of the country and lts extensive coumerce, the trust system lass not made tho advance it hae in eome other countries in Europe or in America.

Russian Trusts.-In Russia, while the courts do not recognize the formation of truste as legal, etrong induetrial organlzations control many of the commodlties. Iron, hrandy, eugar, petroleum and a vast number of other products are in the hands of monopolies which oppress the people. Not only is no reelstance offered them by the government, but many of them have been organized under the protection and with the assletance of the government.

## PART XI

Money, Postal Information, Salesmanship, Shipping, etc.


## PAHCEL BOST HEQULATIONS

## PARCEL POST REGULATIONS.

1. Artleles of Mali Matter acceptabio nt Parcei Post rates include farm and factory products, merchandise of all descriptions such as dry goods, grocerles, hardware, confectionery, statloncry (Includlng blank books, ctc.), seeds, cuttings, bulbs, roots, bedding piants, scions or grafts, and ali otber matter not ineluded in the first class, and not excluded from the malis by the general prohibitory reguiations with respect to objectionable matter.
Parcels consisting of thlrd class matter may be malied at parcel post rates or third class matter rate at the option of tbo sender.
Parceis containing intoxicating liquors or expiosives are expressiy probibited.
2. The rates of postago on articies accepted for transmlssion by Parcel Post are as foilows:
(a) Five eents for the first pound and 1 cent for each ndditlonal pound or fractlon thereof, up to four pounds, and 2 cents for each subsequent pound up to eleven pounds witbln a radius of twenty mifes from the place of malifing, Irrespectlve of Provincial boundaries.
(b) Ten cents for tho first pound and 4 cents for each subsequent pound or fraction thereof, for ali polats in tbe Province in whicb a package is postcd, outside of the twenty mile radius.
(e) Ten cents for the first pound and 6 cents for each additional pound or fraction thereof, for ail points outside the Province In which a parcel is posted, and beyond the twenty mife radius, with an additional charge of 2 cents a pound for each Province that has to be crossed to the destination of the parcei, not inciuding the Province in which it is to be defivered, up to a maximum of 12 cents a pound.
Tbe three Provinces, Nova Scotia, New Brunswick and Prince Edward Island, are to be considercd as ohe zone.
An additional clarge to meet the extra cost of transportatlon wifi be made on parcels addressed to or posted at offices In certain outiying districts when such parcels have to be conveyed more tban 100 miles by a cont. us stage service,

## PARCEL I'OST RFGULATIONS

such districts to he designated hy the l'ostmaster General. Tbe cbarge on any yarcel sbali not be greater tban 1 cent an ounce.
Tables of rates for the several Provinces, as given in the rate cards printed for distribution, will he found on pages 366 to 372.
3. The postage on Parcel Post packets must he prepaid by means of postage stamps securely affixed to the parcels.

An insufficiently prepaid Parcel Post packet is forwarded to destination suhject on delivery to payment of douhle the deficiency, provided at least one cent is prepaid. After the additional postage required on any short paid parcel bas heen collected from the addressee, " postago duo" stamps are to he affixed to the parcel and cancelled by the Postmaster.

Parcel Post packets totally unpaid will be sent to the Brancb Dead Letter Offlce.

Franking of Parcel Post packets is expressiy probibited.
4. A Parcel Post packet may be insured within Canada up to an amount of $\$ 25.00$, or the actual value of the contents when less than that amount, upon prepayment of a fee of 5 cents in postage stamps, and up to an amount of $\$ 50.00$, or tbe actual value of the contents wben less than tbat sum, upon prepayment of a fee of ten cents in postage stamps. This iffe must be prepaid, in addition to the ordinary postage, hy means of postage stamps, which tbe sender must affix to the cover.
A parcel intended for insurance should not be dropped into a box or receiver. It should be marked witb the word "lnsured," and with tbe amount of the insurance fee the sender is paying, thus "Insured 10 cents," and he handed Into the Post Office or to the rural carrier and a certificate of posting obtained, hearing an acknowledgment that an insur. ance fee bas heen paid.
Tbe onus of properly enclosing and packing a parcel for insurance rests with the sender, the Post Office assuming no liability for loss arising from defects which may not have heen ohserved at the time of posting.
Indemnity will be paid to the addressee, or at the request of the addressee, the sender, provided claim is made to the

## PARCEL POST REOULATIONS

Dspartment within ons year of the dats of posting, upon rsceipt of sworn statements of tho persons concerned:-
(a) That according to the hest of their knowledge and belfef the lnsured parcel has heen lost or its contents damaged $\ln$ the malls.
(h) As rsgards ths value of the contents of ths parcel or the damags sustained.
(c) As regards ths ownership of ths parcel.

It must appear that tho loss or dnmago did not sriss wholly or in part from the fault of the sender, as, for lnstance, from insufficient packing, inadequate fsstenings, loss of "tie-on" lahel, etc. The indem?ity paid will not excssd ths value of ths contents of the parcel lost or the damage sustained. Ths right is ressrved of reinstating ths contents of a parcel instead of giving pecunisry indemnity.
In ths case of damags ths parcel must ho retained for ths purpose of enquiry, ns nearly as possihis in the state in which it was delivered. If complaint ls made thst ths contents of a parcel havs heen lost or abstracted, ths cover must hs produced.

Indemnity for damage to articies of a fragils nsture will hs given only in those csses in which the parcel is consplcuously marked with the words "Fraglie with csrs."

Parcels containing eggs, fish, meat, fruit, vegetahles, glass, crockery, greases, semi-liquids, liquids or any articies of an sxceptionally tragils nature cannot he insured.
Indemnity will not he given for loss of coln or hank notes.
Irdemnity will not he given for injury or damage conssqusntial upon, i.e. Indireclly arising from the loss, damage, delay, non-dellvery or mis-delivery of any articie sent hy Parcel Post.
Indemnity will not he given in ths case of a prresi on which the insurance fee has not heen paid.
Indemnity may hs refused for loss or damage, on any ground on which exemption from legsi lishility may hs claimsd hy a common carrier.

An insured parcel that cannot he delivered within Canada will he scnt to the Branch Dead Letter Office.

## PARCEI, POST REGULATIONS

## Parcel Pont Packets Must Not Be Registered.

6. Parcels must be prepared for malling in such manner that the contents can be easily examined.
7. It is desirable tbat the sender's address should appear elther inside the parcel or on the cover. This must be kept distinct from tho address proper.
T. Parcels are, when re-directed, chargeablo with add:tional postage at tho rate which would have been chargeable had they been originally malled from tbe office of re-direction to the new address, except in cases where the original and the re-directed addresscs are both within the delivery of tbe same Post Office.
8. Tbe ilmit of welght for a Parcel Post packet is eleven pounds, and the general limit of size is thirty inches in length by one foot in width or deptb, but parcels will be accepted up to 3 ft ; in. in length, provided tbat the combined lengib and girth do not exceed slx feet. For example-a parcei measuring 3 ft .6 in . in its longest dimensions may measure as mucb as 2 ft .6 in . in girth (1.e., round its thickest part); or a short parcel may be thicker; tbus if tbe length is not more than 3 ft . tbe girth of the parcel may be 3 ft .
9. When practicable, Pareel Post packets must be sent in covers open at the ends, and in sucb manner as to be easy of examination. But flour, drugs and such like articles, which cannot be sent in covers of this kind-but such articies only-may be posted enclosed in boxes, or in bags of Ifnen or otber strong materlai, fastened in such a manner tbat they may be easily opened, so as to enable the officers of the Post Office readily to satisfy themselves as to the nature of the contents. If paper bags or covers are used for enclosing flour or other slmilar matter, tbey must be of extra quality and strength to resist friction and pressure in the malis, and prevent the escape of the contents.
10. Any staple article of use or consumption, properiy transmissible by post, contained in the original unbroken package and with propor descriptive label, may be forwarded by Parcel Post, tbough the tin or case in which it is enclosed may not admit of being opened in course of post, if posted by partles known to be engaged in the manufacture or sale

## BAUCKL BOST HEOULATIONA

of the article in queetion and who vouch that tho contents are precisely as descrinod on the label.
11. A parcel may contaln Involces and accounts provided they relate exclusively to the contents of such parcel; It is aleo permitted to enclose a card or ellp of paper glving in a brief manner necessary directions for tho Identification or treatment of the article or articles contained in the parcel. Care must he taken not to ahuse this privilege hy converting such notes or marks, designed solely for the faclitation of buelness between the eender and addressee, Into what might properly be called correspordence. A parcel containing a letter or any writing Intended to serve tho purposo of a letter In the ordinary sense will hecome llablo to letter postage.
12. When eeveral separate articles are cnclosed in a Parcel Post packet there is no ohjection to each hearing a distingulshing number, so as to enahle the oender to give Ulrectlone hy letter (sent of course separately and duly prepald) respecting the several articles which the parcel contains.
13. Any person who whes to mall a large numher of parcels, whether on a partlcular day or at regular or lrregular intervals, will facilitate the work of despatch if he will give the office where they will he posted early information of the numher of the parcels, thelr average welght and the datee and times at which he proposes to send them. He will also consult the convenlence of the Post Office hy sending the parcels to the post in hatches, heginning as early in the day as posslhle.
14. Parcel Post packets are suhject to the general prohilltory regulatione excluding from the malls everything liahle to destroy, deface or otherwise damage the other contents of the mall hags or injure the person of any officer or servant of the Post Office, ns well as all ohscene or Immoral matter.

1. Liquide, olls and fatty suhstances, put up in accordance with the following regulations, are not excluded: When in glass bottles or vials, such hottles or vils must he strong enough to stand the shock of handling in the malls, and must he enclosed in a wooden, heavy cardhoard or papler mache hlock or tuhe not lese than three-slxteenths of an inch thifek for tho thissact plat strove ethangh to supsort the

## PARCEL POST REOULATIONS

wisht of malls plled in begs and reslst rough handing; and there must be provided between the bottie and its outar case a cushion of cotton or spongy materiai sufficient to absorb the liquld, etc., In case tbe bottie should be broken, the block or tube to be impervious to liquid (Inciuding oils) and to be closed by a tightly fitting screw-lid of wood or metal with a rubber or other pad so adjusted as to make the block or tube water-tight and to prevent the lenkage of the contents in case of breaking the glass. When enclosed in $n$ tin cyilnder, metal cnse or tube, such cylinder, cnse or tube should have a screw-lid with a rubber cork or cushion Inside in order to make the same water-tlght, and should be secureiy fastened In a wooden or papier maché block (open onily at one end) and not fess in thickness and strength than above described. Manufacturers or dealers intending to transmit such article: by Parcel Post or as samples, in conslderable quantltes, should submit a spectmen package showing their mode oi packing to the Postmaster at the inalling office, who wlli see that the conditions of this section are carefully observed.
16. Specimens of dlseased tlssues, when carefully enclosed in specially constructed double tin cases, closely packed with absorbent matter, and with closely fitting screw ipps, may pass at Parcel Post rates, addrcssed to Provinclal Euards of Health and Public Laboratories.
17. The foilowing articles in glass, viz.: Eye-glasses, spectscles and microscopic slides, may be iorwarded by Parcel Post if put up in such a manner as to admit at once of easy inspection and to guard against injury to persons handling the malls.
18. Parcei Post packets containing anything of a fragie nature should be marked "Fraglie with care" and parcels containing articies of a perishable nature, such as fisk, frult, meat, etc., should be marked " i'erlshable." Parcels sent by mail should in all cnses be substaittally and securely packed so as to preserve the contents from loss or damage and prevent injury to the mails. The Department desires to cooperate with the public in seeing that special attention is paid to the important matter of packing, particuiariy with regard to parcels containing matter of a fragile or perish-


## PARCEL POST REQULATIONR

contente of the hags or sacke in which they aro sent forward. in order that proper precaution may he exercised in this particular, persons denirous of transmitting articles hy Parcel Post are advised to consult the postmanter as to the proper method of packing in all cascs.
As the safe transit of egge le a matter of some dimculty, shippers are advised to adopt the following method of packing: lise a wooden, papler maché, or other box of a rigid material with a well-fitting tightly adjusted IId; wrnp each egs separately in newspaper or other protecting material, place the egcs on end and fll up the vacant spaces in the box with newspaper or other packing material, so as to prevent the egge from striking together or against the sides, top or bottom of the box; mark the parcel eges.
Parcels contalning goods likely to spoll within the time reasonahly required for traneportation and delivery must not he accepted for malling.
19. Postmastera must exercise the greatest posilhle care to see that all parcels accepted for transmission hy Parcel Post conform in every particular to the requirements of these regulations. This applies with special force to parcels containing perishahle goods or fragtie articles.
20. Requests for direct return are recognized on Parcel Post packets addreesed to a place in Canada, and parcels hearing the address of the sender may aleo be returned direct after helng held fifteen days. Parcel Post packets so returned are subject to a charge equal to the original postage charge. This charge is to he marked hy the office returning the parcel and collected from the sender hefore delivery hy the office to which it hae heen returnea, "postage due" stamps for the amount collected helng affixed to the parcel and cancelled hy the Poetmaster.
21. After a parcel has heen delivered to the person to whom it is addressed it cannot he returned to the sender, nniess the person retnrning it pays the necessary retnrn postage.
22. The Poetmaster General reserves the right to refuse to accept, for transmission hy mall, grain or any other commodity shlpped in excessive quantities which might interfere with the traneportation of first clase matter, or other articles ruch as theac somberatud to suragraph 1.

## PARCEL POST

RATE CARD A.

| ADDRESSED TO | 1 lb. | 2 lbs | 3 lbs . | 4 lbs | 5 lbs | 6 lbs. | 7 lbs | 8 lbs | 9 lbs . | 10 lbs | 11 lbs. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Any vost-office within 20 miles* including place of mailing...... | \$0.05 | \$0.06 | \$0.07 | \$0.08 | \$0.10 | \$0.12 | \$0.14 | \$0.16 | \$0.18 | \$0.20 | \$0.22 |
| Any post-office beyond 20 miles but within the Maritime Provinces.. | . 10 | . 14 | . 18 | . 22 | . 26 | . 30 | . 34 | . 38 | . 42 | . 46 | . 50 |
| Any post-office in Quebec | . 10 | . 16 | . 22 | . 28 | . 34 | . 40 | . 66 | . 52 | . 58 | . 64 | . 70 |
| Any post-ufice in Ontar | . 12 | . 20 | . 28 | . 36 | . 44 | . 52 | . 60 | . 68 | . 76 | . 84 | . 92 |
| Any post-office in Manit | . 12 | . 24 | . 34 | . 4 | . 54 | . 64 | . 74 | . 84 | . 9 | 1.04 | 1.14 |
| Any post-office in Saskatchewran, Alberta or British Columhia..... | . 12 | . 24 | . 36 | . 48 | . 60 | . 72 | . 84 | . 96 | 1.08 | 1.20 | 1.32 |

The maximum charge on any parcel shall not c sceed 1 cent an ounce.
*This rate also ohtains in cases where the $20-\mathrm{n}^{\prime \cdot}$, area extends into an adjacent Province.
PARCEL POST
rates of POStage on Parcels Mailed in the Martime provinces

PARCEL IOAT
RATE CARD B.

## PARCEL POST

RATES of POSTAGE on PARCELS Malled in the PROVINCE of QUEBEC

| ADDRESSED T0 | 1 lb. | 2 lbs | 3 lbs | $t$ lbs | 5 Ibs. | 6 lbs . | 7 llus. | 81 bs. | 9 llbs | 10 lls | 1 lbs |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Any post-office within 20 miles* including place of mailing...... | 50.05 | \$0.06 | \$0.07 | $\$ 0.08$ | 50.10 | 0.12 | 30.14 | 80.16 | \$0.18 | $\$ 0.30$ | \$0.22 |
| Any post-office beyond 20 miles but within the Province of Quebec.. | . 10 | . 14 | . 18 | . 22 | . 26 | . 30 | . 34 | . 38 | . 42 | . 46 | . 50 |
| Any post-office in Ontario or Maritisue l'rovinees. | . 10 | . 10 | . 22 | . 28 | . 34 | . 10 | .tt | . 52 | . 58 | . 61 | . 70 |
| Any postoffice in Manitoba....... | . 12 | . 20 | . 28 | . 36 | . +4 | . 52 | . 60 | . 68 | . 76 | . 84 | . 58 |
| Any post-office in Saskatchewan.. | . 12 | . 24 | .34 | . 44 | . 5.4 | . 64 | . 74 | . 84 | . 9 | 1.04 | 1.14 |
| Any post-office in Alkerta or British Columbia. | . 12 | . 24 | . 36 | . 48 | . 60 | .72 | . 84 | . 56 | 1.0x | 1.20 | 1.32 |

The maximum charge en any parcel shall not exceed 1 cent an ounce.
*This rate also obtains in cases where the 20 -mile area extends into an adjacent Prorince.

PARCEL POST
RATE CARD C.

| ADDRESSED TO | 1 lb . | 2 lbs. | 3 lbs. | 4 lbs . | 5 lbs . | 6 lbs . | 7 lbs | 8 lbs. | $9 \mathrm{lhs}$. | 10 lbs. | 11 lmg . |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Any post-office within 20 miles* including place of mailing. | \$0.05 | \$0.06 | \$0.07 | \$0.08 | \$0.10 | \$0.12 | \$0.14 | \$0.16 | \$0.18 | \$0.20 | \$0.22 |
| Any post-office beyond 20 miles hut within the Province of Ontario.. | . 10 | . 14 | . 18 | . 22 | . 26 | . 30 | . 34 | . 38 | . 42 | . 46 | . 50 |
| Any post-office in Quebee or Manitoba. | . 10 | . 16 | . 22 | . 28 | . 34 | .40 | . 46 | . 52 | . 58 | . 64 | . 70 |
| Any post-office in Saskatchewan or Maritime Provinces. | . 12 | 20. | . 28 | . 36 | . 44 | . 52 | . 60 | . 68 | . 76 | . 84 | . 92 |
| Any post-office in Alberta......... | . 12 | . 24 | . 34 | . 44 | . 54 | . 64 | . 74 | . 84 | . 94 | 1.04 | 1.14 |
| Any post-office in British Columhis | . 12 | . 24 | . 36 | . 48 | . 60 | . 72 | . 84 | . 96 | 1.08 | 1.20 | 1.32 |

The maximum charge on any parcel shall not exceed 1 cent an ounce.
This rate also obtains in cases where the 20 -mile area extends into an adjacent Province.

PAictel POST

| ADDRESSED T0 | 1 lb . | 2 lbs | 3 lbs . | 4 lbs . | 5 lbs. | 6 lbs. | 7 lbs. | 8 lbs . | 9 lbs . | 10 lbs | 11 lise |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Any post-office within 20 miles including place of mailing....... | \$0.05 | \$0.06 | \$0.07 | \$0.08 | \$0.10 | \$0.12 | \$0.14 | \$0.16 | \$0.18 | \$0.2^ | \$0.22 |
| Any post-office beyond 20 miles but within the Province of Manitoba.. | .10 | . 14 | . 18 | . 22 | . 26 | . 30 | . 34 | . 38 | . 42 | . 46 | . 50 |
| Any post-office in Ontario or Saskatchewan. $\qquad$ | . 10 | . 16 | . 22 | . 28 | . 34 | . 40 | . 46 | . 52 | . 58 | . 64 | . 70 |
| Any post-office in Quebec or Alberta | . 12 | . 20 | . 28 | . 36 | . $4+$ | . 22 | . 60 | . 68 | . 76 | . 84 | . 92 |
| Any post-office in the Maritime Provinces or British Columbia.. | . 12 | . 24 | . 34 | . 44 | . 54 | . 64 | . 74 | . 84 | . 94 | 1.04 | 1.14 |





## POSTAL INFORMATION

## IT 1 S WELL TO NOTE THE FOLLOWING SPECIAL A recent Parlam

currency in unreglstered regujation orblds the sending of Doncy In unreglstered Mall Matter postage will be charged third class matter, otherwlse letterlouble we charged. charged at destinatio extent of the deflclency will be Translents, when $n$ mall matter not fully prepald fully inquire for nea." a Post Offlce, should slwsys careInstructlons.

When writing anyone in a town or clty, elther give a deflnite street address, or mark the envelope "General Dellvery"; otherwlse the Dlrectory wlll be consulted and if the name is not found the letter wlll prohably be returned.

## POSTAL INFORMATION

## POSTAL SERVICE OF THE WORLD

Two-thirds of all the letters which pass through the postoffices of tlie world are written hy and sent to people who speat English. There are substantially $500,000,000$ persons speaking colloqually one or another of the ten or twelve chief modern European languages, and of these about 25 per cent, or 125,000,000 persons, speak English. About ninety million speak Russian, seventy-five million German, fifty-five million French, forty five million Spanish, thirty five million Italian and twelve million Portuguese, and the balanee Hinsarian, Dutcli, Folish, Flemish, Bolemian, Danisb and Norwegian. Tbus, while only one-quarter of those who cmploy the facilitles of the postal departments of civilized governments speak, is their native tongue, English, two thirds of those who correspond do so in the English language.
This situation arises from the fact that so large a share of the commercial buslness of the world is done in English, even among those who do not speak English as their native lancuage. There aro, for instance, more than 20,000 postoffices in India, the business of which in letters and papers aggregates more than $300,000,000$ parcels a year, and the business of these offices is done chiefly in English, though of India's total population, which is nearly $300,000,000$, fewer than 300,000 persons either speak or understand English.

## PUSTAL INFORMATION

Though $00.000,000$ speak or understand Russian, the huslness of the Russian post department is relatively small, the number of letters sent throughout the czar's einplie amounting to less than one-tenth the number mailed $\ln$ Great Britain alone, though the population of Great Britain is conside:"ably less than one-half of the population of Russia in Europe.
The Southern and Central American countries, In whlch either Spanish or Portuguese is apoken, do comparatively little postoffice husiness; the total nuinber of letters posted and collected a year in all the countries of South and Central Amerioa and the West, Indies being less than in Australia. Chile and Argentina are, In fact, the only two South American oountrles in which any important postal husiness is done, and most of the letters received from or sent to forelgn countries are not in Spanish, hut In English, German or Italian.

## POSTAL SERVIOE OF THE ENITEED STATES

The Growth of the postal service of the United States is amazing. In 1800 there were 903 postoffices, 20,817 miles of mail routes and yearly revenues of $\$ 280,804$. To-day the postoffices number over ' 74,000 , there are over $\Omega$ hnlf million miles of mail routes, and the ycarly revenues exceed $\$ 143,000,000$.

The postal service of the United States handles over 50 per cent more mall matter than the postai service of Great Britair, about 100 per cent more than the postal service of Germany, and over 100 per cent more than the postal service of France.
Domestic Rates of Postage. - All mailable matter to points in the United States, Canada, Mexico, Cuba. Porto Rico, Hawail, Guam, Tutuila, and the Philippines, is divided into four classes under the following regulations:
First-Class Matter.-Thls class includes letters, postal cards, "post-cards," and nnything sealed or otherwise closed against inspection, or nnything containing writing not nllowed as an accompaniment to printed matter under chass three.
Rates of letter postage, two cents per ounce or fraction thereof
Rates on local or drop letters at free delivery offices, two cents per ounce or fraction thereof. At offices where there is no free delivery hy carriers, one cent per ounce or fraction thereof

## POSTAL INFOLMATION

Rates on postel cards, one cent (doulle or "reply" cards, two sents). Nothing must be added or attached to a postal card, except that a printed address sllp not larger than 2 inches by $3 / 4$ of an fuch may be pasted on the address or message slde. The additlon of anything else subjects the card to letter postage. Cards that have been spoiled ln printing or otherwise will be redeemed from the orlginal purchasers at 75 per cent of their face value, If unmutilated. "Post cards" or private maillng cards bearing written messages may be transmitted in the domestic mails at the rate of a cent apiece, stamps to be affired by the sender; such cards to be sent openly in the inails.
Rates on Specially Delivered Letters, ten cents on each letter in addition to the regular postage. This entitles the letter to Immediate delivery by special messenger. Special delivery stamps aro sold at postoffices, and must be affixed to such letters. An ordinary ten-cent stamp affixed to a letter will not entitle it to speoial delivery. The delivery, at carrier offleces, extends to the limits of the carrier routes. At non-carrier offices it extends to one mile fron the postoffice. Postmasters aro not obliged to deliver beyond these limits, and letters addressed to places beyond must awalt delivery in the usual way, notwithstanding the special delivery stamp.
Prepayment by stamp invariably required. Postago on all letters shonld be fully prepaid, but if prepald one full rate and no more, they will be forwarded, and the amount of deficient postage collected on delivery; if wholly unpaid, or prepaid with less than one full rate and deposited at a postoffice, the addressee will be notifiel to remlt postage; and if he fails to do so, they will be sent to the Dead Letter Office; but they will be returned to the sender if he is located at the place of mailing, and if his adilress be printed or written upon them.
Letter rates are charged on all productions by the typeuriter or manifold process, and on all priated imitations of typewriting or manuscript, unless such reproductions are presented at postoffice windows in the minimun number of twenty identical copies separately addressed.
Letters (but no other class of mail matter) will be returned to the sender free, if a request to that effect is printed or written on the envelope. There is no linit of weight for first-class matter fully prepaid.

Prepaid letters will be reforvarded from one postoftice to another upon the written request of the persou addressed, with-

## POSTAL INFORMATION

out adilitional clarge for postage. The direction on forwarded letters may be changel as many times as may be necessary to reach the person addressed.
Second-Class Matter.-This class includes all newspapprs, periodicals, or matter exclusively in print and regularly issued at stated intervals as frequontly as four times a year, from a known office of publication or news agency, to actual subscribers or news agents, and translent nowspapers and publications of inis class muiled by persons other than publishers. Publica. tions having the oharacteristics of books and suoh as are not subscribed for on account of their literary merits, but because of otber inducements, are not eligible to second-class privileges. Second-class matter also inciudes periodical publications of benevolent and fraternal societles, organized under the lodge system and having a membership of a thousand persons, and of the bulletins and proceedings of striotly professlonal, literary, historical, and scientific associations and institutlons, trade unions, etc., provided only that these be publisbed at stated intervals not less than four times a year, and that they be printed on and be bound in paper. Publishers who wish to avall themselves of the privileges of the act are required to make formal appllcation to the department through the postmaster at the place of publication, producing satlsfactory evidence that the organizatlons represented come withln the purview of tbe law, and that the object of the publications is to furtber tbe objects and purposes of the organizations.

Rates of Postage to Publishers, one cent a pound or fractional part tbereof, prepald in currency. Publications designed prlmarily for advertising or free circulation, or not having a legitimate list of subscribers, are excluded from the pound rate, and pay tbird-class rates.
Second-class publlcations ruust possess legitimate subscription lists approximating 50 per oent of the number of copies regularly issued and circulated by mall or otherwise. Unless tbey do, pound-rate prlvileges are revoked or witbheld.
Publication3 sent to actual subscribers in tbe oounty wbere publisbed are free, unless mailed for local dellvery at a lettercarrier office.
Rates of postage on transient newspapers, magazines, or periodicals, one cent for each four ounces or fraction thereof. It should be observed that the rate is one cent for each four ounces, not one cent for each paper contained in tbe same wrapper.

## POSTAL INFORMATION.

## CANADA

## Latter Raten, Bo,

Camade.-Letterep atad in Canorla, whirespelj to any
 wheh latters cannot be fos ranlecl, biri wili be w-nt to the bead cotter Othco. If partißlly prapalil, the latter wili ficioncy ched to lto deatination armi iloulde the rle. ficioncy charged on tielivery, Lettern malled at iny omen for delivery at or from the wamu oftice are charged I cont per oz., and muat bo at leant partlally prepaifl otherwfoe thay are sent to Ihe Dead Lether Onice. Al pontage mut be prepald by postage stamps.
Post Cardo. - Froin any place in Canala to any place in Cangla or to the Urited Stetes or Slexico, 1 cent esch. Britith and Forelign, $\&$ cents each.
Privata Poat Cards. The tace ol a Private Pont Oard nayy be ned lor advertligements, illintrations, eto., provlded that a olear apace of at fast t Inch ls left slong each of the lour space of the pontage atamp, and aciear apace st Incheo loag and It Inches whe reberved for tha suddrees at the jower riyht hand wonier of the card. Private t'ont Carde for delivery in Canarla, U.S. and Moxlco, must not execed a sizo of 8 inches in ingth by 81 Inches $\ln$ wldth, nor be less then $3 \ddagger$ Inches in length by $2 t$ lnohes in width. Cardi for other countries inint not exceed of inches in fenfth by $8 f$ Inches in wilth, nor le lees than 4 Inches in length by 3 inchee $\ln$ wifth. Cardis ol dlimensions not couforning to thee regulations are treated of insutficiently paid letters il they bear written eommunicatlone.

Piclorial Privatt Puat Cardo which have communica. lione on addrese side. - Cards which have the bayk covered by a pioture, and ons-half of the front to the foft of the address apmee reaerved lor written communi. cations, ore adimit ted as post cards.
Cards bearlng the title "Post Card" or its equivalent are elmilted to the malte at the' rate for printed matter provided they conform to the general regulationa
reapecting printed fapers. reupeeting printed japers.
Unifed Ringdom, Egypt, and Britigh Powsemalont and Protectoraten-Postage on Lettern, 2 clo . per oz.
Foreign Counfries, oxcept Uruited States and Hexico, - Poatage on Letters, 5 , wnte for a jetter welyhink one ounce or leat. For letters walghlnk over one ounce 6 ctis for the firnt ounce and 8 cts, Ior each aubsequent ounce or fraction of an ounce.
United Sfafen and Mectio-The rate on letters to the United States and Mexico Is the same an in Canalia, and at leant one rete (2 centi) muat be prepald.
Double the deficlent postage ls charged on all unpald or ingutfiolently pold latters for other countrle except the United states. Only the deffient pontake fac col. lected on over-welght lettere for the U.S., which are prepaid one rete.
Expurase or Speciat Delidery Leftern, - Arrangemente have been made for the deilvery by special mesuenger dally, except Sunday, between 7 a m. and 10 p.m., ol lattery bearing, In addition to tha usual propayment of two cants on ounce, " "Apeciai Delivery" stamp of the value of 10 ote or ordinary postage stamps of the velue ol 10 ots., and thr word "Speclai Delivery" ieglbly written on the nyper left hand corner of the envelope, adidressed to the following clties in Cansde: In Ontario Toronto, Haniliton, London, Brantford, Kingaton, Peterboro, Guelph, stntford, Whndser, Chathan, Beriln, gi. Catharines, Sarnia, 8t Thomas, Fort Whliam, Port Arthur, Owan Sound, Niagara, Falle, Freckritile and Ottawa; in Gnetec- Minifeul, Sher. hrooke, 8 II $1 / \mathrm{nc}$ Inthe, Trole Rividres, IIul! and Quebec; in NowBrunawick - St. John, Moncton and Fredericton: In Nova Scotla-llatifax and Sydney; In ManitobaWinniper and Brandon; In Saskotahewan-Regina, 8uskotoon, and Moose Jaw; in Alberti-Calgary, Leth,
brldge and Fdmonton; In Pritioh Columbia-Victoria Now Westminmer and Vancotaver: In P. YG Ieland Charlottetown. The "gpacilal Dellivery" ditamp of the value of tan celits niay be obtalned at any Monay Ordar pont office.
Yully pall rephatered lettere bearlue " Apechai Do. Ilvery stanily or ortinary stampe of the value of 10 rth. In adejition to the postase and registration tos asd the words "Spectal Dellvary," come under tha opera. tions of thin acheme of apecial dellvary.

## Regintration.

Permons posting letters containing value thould be oare. inl to require them to be kegiotered, and to obtaja from the Postmanter a certfleate of receipt for Regiatration. The charge for Regintration In addition to the Poatarge is, on all clantew of matter, tive cents.
Both the Postage charge and Registration fee ehould, in all crsen, lep prepald by atemp.
Reprial ration fo not an abmolute guarantee agolntt the iniscarriayo or losi of a letter; but a Regiotered Letter can lie traced whers an Unregiatered letier can nok, nud the poastlng and dellvery or noll-dellvery can be proven,

## Indemnity for Rejistered Articles.

Domestic - (1) In case of tha jose in the Postal Serince of iregietared articie pouted in Canada lor dolivary in Canala the addressee, or at the request of the sdidromes. the menular, le entitied to an ludeminty, which In no cario nhall exceed twenty. five ilollarn, of the actital valus of the loat reslytered article when the same lo lees then twenty five dollars, provided no other compentation or relintharsenient has been inade the refor.
(L) The indemnity will be pald, provided tha loas ol withingintered article lo reported to the Department within olle year of the date of posting, upon recelpt of aworn atatements of the persons concerned, -
(a) that according to the best of knowiedge and
bellef the reatatered article has been jont in the malla.
(b) as repards the value of the contente of the
lost rexistered artlele.
(c) as regarde the ownerulip of the same.
(3) No indemnity la given for a regletered artlcie whiclt has not been entirely lost in the niaile.
(1) No Inlieminity is given for an article upon which the reglatration tee has not been poin.
British nnd Foreign. - Except in casce beyond montrol P.g., tenppest, ohipwreck, earthqnake, and war), the Poatal AdinInistrations of ali countries and Colonles in eluderl in the I'ostal Union inifertake to pay an iedein.
 Iaction that a letter or packet duly admitted to Regto. tration has been entirely lost whilat in thelr custody

## Nowspapari and Periodicale.

The general poatage rate on newapapera and perlodikels publizhed in Canada not lese frequently than omee a month, and addressed to regular aubscribers in Canada, Mexleo, the United Kingclom, the Bahamae, Barbadom, Bermuda, British Giliana, British Ilonduras, 8ntlah North Borneo, Ceylon, Cyprus, Falkland iolanda, Fijl, Gamhia, Gibraltar, llong Kong, Jamslea, Leeward Iolands, Malta, Mauritius, Niew Zealand, Northern Nigeria, Sarawak, Seychelles, Sierra Leone, Sonthern Nigerla, Tranevaal, Trin. 'Ad and Tobago, Turk'e Ielenda, Zanalbar, and Newfoul.slant, and to newedealers in Canada, In Axcil lyy law at ! cent per ynume. The following excuptlon, howerer, Is to be noted. Newopapere and pariodicula published not inore [raquently than once a week and not lete frequently tho., ence a month, are entitled to pass free to regular wubscribers and newt. dealers in Canada within a circular area of so inllew in diaineter, having as cente clther the place of puhlica.


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teffer rate of pootare when pers generally are liabie to the rate of poatage when poated foe dellvery within the Dominion of Canada.
Printed or written requests for refurn are recognized on 3rd and 4 th clate matter, wirlremed to places within the Dominion, and seme will be rfiupned direct to the sender anbject to the poyment by the sendee, on delivery to him through the Pont Office, of the full ainount of pootaye to whleh the article way in the Aret place lalde, togethee with any chargey rated thereon on account of any deficlency In the orisinal prepeyment.

## British and Foretga Post-Commercial Papors

"Cninmercial Papers" are underatood to comprise ult papers or documents written or drewn wholly or partly by hand (excepit leiters or conmunlcatlons of the nature of letters oe other papers or dorinmente having the chap. acter of an actual anif permonal correspondence), tocc: menta of legal procedure, deeds drswn up by pulalic functlonaries, coniles of or extracte from deede under lirivate acal and (whether written or printer on atamped of unelamped paper) way billa bills of lading, Inolece and other documente of a mereantile character, docu. ments of lisirance and other jublic companies, all Kinde of manuscript music, the nianuscript of booh and othee literary works, also open letters and nowt carde of anclent date whlch have already filfilled thelr orixinal purpiche and puplec exercises in original and corrected form but without any comment on the work. The rate la 1 cent per 2 oza., but each parket nust have a minimum prepayment of 5 cents; thle jrepay. ment will cover a weight of 10 ozs. No packet munt exceed 18 Inches In any' direction unlebs in the form of a roil, when a length of 30 inches is aliowed, provided the ilameter does not exceed 4 Inches. The welght riust nol exceed 4 lbu .6 ozs .

## Eamples Within the Dominion

 having bateable value and not exceeding 3 lbw. In welght, except ammplet of tea, whels must not escetil io az in welght, may be posted in Canada, to be forwarded to

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## Inmple for Unitad Jingdom, United 查taten and Feroty Countries.

Stmplee of Merchantise, when addrenasd to places in the United Kingdom, muet not exceed 5 lbu, in weteht to the United statee and other forelgn coutsiries, 18 os and muet be prepaid hy poatere etem coutstriee, 18 os. raten:-1 ceot per 20 e, or fraction of raum prepayment of $\frac{1}{}$ cents covering $\mathbf{2 g}$., with maln
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## Prohibited Articlea.

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## Uneful Binte.

Register all valnable letters, Trunsmit money by Poelal Notes or Money Oriers. Make compladnta and Infuirice in writing, and addry, the Poetmester. General at Gttawa. Preserve, and request correspondente to preserve, envelopea of miesent or delayad letters, Send preserv, onvelopea of miesent or delayad letters, Bend
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lie removid.

## Fourth Class Matter.- (Herchendie).

Poatage rate 1 cent per ounce or Irackion thereof, to be prepeld by postage atamg. Thie oland comprise alcoelianeoue articles of neerchandise, (Jncluding eeede, ulbe, etc, to United States) mutresed to any deatination withIn the Dominlon or the United States. Fourth clan matter muet be so pactrad or put up to be open to

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of then claveraf meparate articlec are enclowed lis a pachet of th class matter, thore le no ohyection to each bear. Ing a diatingulehiny number, to am to enelile the seador to ylve direotione by letter (fent of conires eeparataly ond duly prepald) reapecting the zeveral articles whlel


## Faroal Post with the United Eingdom, Mow founding and othor Bitileh Coloniea and Forotsn Countrien.

Clased parole may be exchanged with the United Kingrom, Nowloundlase ased mont forsion countrite and Britiets coloniee under the following Regutationa :1. Every Paroel muat be fully prepaid by poetage elompe.
KIngdom muet not of a Parcel addrewed to the Unilted lengt. or 1 loot in width or depth, nor muat the coms hinad lencth and sirth of any parcel axceed of cot, length of 3 hat a Inchea leallowed, howaver, In that, a of parcele contoining articleo auch now golf iticke, ums. brillas, to. The dimensions of a Parcol addreted to ony country other than the United KJigdom munt not exeed 2 foet In length by 1 foot lod widing or depth.
In A Parcel muat not contain a letter or any writint in the form of a lettar, or any exploalve, combuetible, or dangerous articles.
4. Afi Puroele muet be necurely and aubatantially parkad and closed.
s. Olls, Ilquide, eto., osn only be forwarded If put an with the eame sechrity required in connectlon with thele tranenilselon aco oamples in the ondinary maile. Fragile artlelee choutd be pection the ordinary maile. Fragile 6. Esch Parcel prozed with opeclal care.
alrection muet Includo the name and foll add and wueh pereon for whom the the name and full addren of the 7 peron for whom the pareel is intended.
7. For each Parcel the sender muet all up a Cuntorme Declaratlorn On tble form the sender will supply an accurate atatement of the contente and value of an Parcel ; alno the addreas thereot, with sienature and piect of abocte of the sender. The Cuatome Decleretlon place be aecurely antixad by muclinge or pate to the parof to
Parcels from the United RIngdom or any other place beyond the Dominion will be Itable to Canmilan Cuatom duties, and uader exleting regulal lona must be examined or the purpose by an Offlcer of the Customs in the prevence of the persons addreesed.
Ratas and limits of welght vary. See Poutal Cuide, or enguire at Post Gifice.
Parcele murt be handed to the Postmastee; In no cace ehould they be dropped into a letter boa or othee receptacle for meil mattar.

## Commiseloes on Monew Onders.

On Money Orders lsaued fo Canada for payment to Canada, Antigus, Baremas, Barhados, Bt runude, Britieh Gulana, Cajman Ialande, Cuba, Dominica, Grenada Guam, Hawall, Iole of Pince, Jamaica, Monterrah,

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The exchange with countries marked thes (B) is of Garmany, fof on per oent. Io deduotad from the
armount oi mech onsar on Turkay
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ifDeduction will be mide by Now South Weles of ed for mach es or frmetlon thereef.
charey Ordara on the nliove countrice ase drawn to Canadn Currancy. Tables showlag the wome paybil in other countrice whara the money In of a diecrent denominatlon, will be found below
Tambs mhowing the nmounta In Canadian monay to be padd by tha remiltera for Money Grdera drawa to the Unlted Kta Conatantinople, Moroveo, Paname, falonica, Omyma, Jamalow, Quagnaland, 8outh Autiralla, Weot Amotrath, Vlotopla, Naw Bouth Wales, Tamania, Now zoland, Hehamse, Barbedom, Bermuda, Loeward lelande Mif, Trisidad, Tobayo, Tupke Iflande, Oreneda, Bt, Laela, S6, Vlocent, Orancy RIvar Colony, and the Tranovent whers paymeot ril Colony, and the Trumovin!, whers paymont will bo mada In sterting Moomy.


DOMINION OF CANADA. - Sundays Now Yeart Da The Epiphaty, Oood Friday, The Acopstion, All Wedneedey, Conopplion luy, reetep Monday, Ath Wedneeday, Chriotmias Duy, br blrthday (June Aed or day fred by proclanation for celebretion of bra, day) of relaning goveraten, Victoria Day, Dominton Day, the frat 3 omday of toptrmber, to be deulgneted "Labour Day," and any day appointed by procts. mation for a general fast of thantegiving.
ONTABIO, - \%undays New Yeare Duy, Cood Tridoy, Ranter Monday Chrietmas Day pumimion Fiby, Disthtiay of her lat cemors, Lahour Day, and any oify ropay euco proctaniatlon of Onvernor-Geseral or Cieuted by Govemor as a publo holiday or lor ar Leutemant thanksiving, and any Domainion holday not in tluded in this fite.
QuEBBO. - Sundays, New Yeare Day, the leetival ol the Eplphany, Ah Weinsmiay Good Frdey, Eapter Monrlay, The Asoenaion, AllBelnte' Diy, Conorptlon Chriotman Day, the anntretery of the birthday of the Soveralen (or the day ned by proclamation for the catebration), Int July (the enniversaty of the day on which the Unlom Aot catme into lorop, or ind July il Iot lo a Bunday, any other day fred by Roral purgia matlon or by proctametlon of Governor-Gerverial of ol the Lleutenant. Covernor as a publlo holiday, of an a dey of ganeral lant os thankeriving, of an Lathour Day,
NOVA SCOTIA, -sundaye, Good Friday, Dominion Dey, Chrat itad Day, day appolnted lop celebration ol thy blithday of fier lito fificety or any of hep royel ucoesorre, Labour Day, and any day op holnted by peoclamation ol the Oovernor-General op Leuted by Goapmor at a genaral hollday, or lor genemal lant or thanirexiving, and any Domition holiday aot la cluded in thit llo.
HEW BRUNSWICK. - Stundays, Kow Yapro Day, Cood Friday, Chriotme Day, Dominlon Day, Vletoris Day, the day appolnted for the oflebration ol the birthday, - of lis Majaty, Labour Day, and any dar appolntay by proclamation of the Governop.Cenernal or Lieu. conant-Oovernor an a publio holiday, or lor ser geveral
cti of thantrgiving within the Province, or which the Patiament ol EnW lirimawlet Levilaturs, of ol to bo a pubito boll tian wis la, or ohall he, dechered to be a pubtio hollilay althln the Frovince.
MANJSOBA. - Bundey 0 , Now Yeare Day, Good Friday Chrtatina Day, bominlon Ihay, Labour Dey Vy, corda Dey, the birthday of the ralyning boveretsn, of the day eat apart by proctamation ol the Uoe emoe-General for the celaciation theroof, and the daylollowing auch birchidey, or lollowing Now Yeare Uny or Chrlatmas Day, when ony euch day Io sure. day, and any day appolntent by pronlomation lous. conemal thy day appolnted by proelamation lor a Xrbour Day, and any or zenaral holkday, of a Arbour Day, and any Dominton holday not incluted -

DAITIEII COLUMBIA,-Sundoys, New Year' Day, Oood riday, Enter Monday Dominton Day, Cir ,ood Day, the day appointed lor the celobreton of the btrthday of her late yalor the celabration of the cencort, and any day appolnted hy proclamation Ior a renery fart or thankogiviny, and any day appolnted by proctamution or order of the Howten ant-Governor. in-Councll ara holiday, and any Do. minlon holdiay not Included in thite liat.
PRINOE EDWARD ISLAND, - Sundays, Chetair a Day, Good Friday, and any day appointed by proes. Dominion a cencral thankngtulne of lant, and any aot incturned in the list,
ALEERTA, Sundeys Now Yeare Day, Aoh Wedneeday, Good Friday, Eanter Monday, 2nd Friday in May. (known ae Apbour Day), Chrlitmas Day birth May relening Sovereltin, Dominion Day Day, birintay of mech day at may In each year Day, Labour Day, and holday lor the piantine of le preflamed a publle and any otherday apmolned bet and other trees, rener. Inte or thep hollday not Included in thing, and any Dominion
SA8KATCHEWAN
YakNacicw AN,-game al Alberta.
Han TARRITORY.-Same al Alberta and Bastutoh.

## SALESMANSHIP

## SALESMANSHIP

Still in the art of selling goods has heen reduced to a science, and schots for teaching this new scicuce of "salesmanship," as it is called, have heen estahlished at New York, Chicago, and other large cities in the United States.
How to Sell Goods. - The following instructions, drawn up hy Mr. John A. Howland, an experienced and successful salesman, are worthy of carcful stindy hy those ahout to enter upon a mercantile life and hy others who have thus far failed of the success they hoped for when entering nom their husiness career.
The Eighest Olass Salesman never appears to work hard to make a sale. Usually he is not a great talker. It is the clerks in cheap stores who talk hard and fast; they hustle and sweat and appear to try to corner their customers and to browheat them into huying. The first-class salesman is cool and easy in manner, hecause he has studied his art and knows just how to proceed to make a sale. The great talker may he a good salesman, hut he chooses the hardest road and neeessarily accomplishes less, since he spends too much energy on each customer.
Method Necessary.-The salesman who wants to pass evsrybody on the road must have, either eonsciously or unconscionsly, a definite method of procedure.
How to Proceed.-Before trying to sell anything find ont what the person can huy. When a man has told you just what he wants he has committed himself and he has given you a distinct advantage. In husiness it is the effort of each man to make the other man "come to him," and as soon as your prospective enstomer has told you what he wants material, style, price, etc.-he has "come to you;" all you have to do is to fill the order. If you can do that, thers is a strong presumrtion in favor of a sale without much further effort. Even it he changes his mind and refuses to huy the thing he asked for, you csn ask once more his desires and again try to satisfy them in the required article.
Illustration. - Suppose, for example, you are selling subur-

## SARESMANSHIP

han lots on a commission. You go out on the train some morning; perhans you get to talking on the way ont with some of your firm's prospective eustomers. Don't talk at random; try to draw out your man as to what he wants, how much he can pay, cash or in payments. All that you lenrn ahont his husiness, his experience or lack of it in real estate deals, his income, his savings, etc., is just so much to your ndvantage, hecause, with all this informntion ahout him and his wants, you can pick out just one lot and, ignoring all the rest, apend all your time and energy talking up its merits. If you proceed skillfully you will not have to ask him for a deposit; he will prohably ask you to accept one. If he does nut get as far as this you have nothing for which to blaus yourself, since you have followed the only intelligent method for making a sale.

Showing Goods af Random.-For you as a dry goods clerk to hring out goods ut random, without first ascertaining just what a customer wants, shows lack of method and therefore lack of intelligence. Ten chances to one you will not strike what the person wants. You have, therefore, placed yourself at a disadvantage at the outset, lowered your own dignity, and lessened the value of your judgment in the eyes of your prospective customer. If he is a superior man be will resent this waste of time, and feel, even if he does not display, impatience.

How Some Sales are Lost. - If you first find out what a person wants and can pay for, you escape the serious danger of showing the prospective purchaser something he or she will want hut cannot pay for. Many a possible sale is lost in just this way. If you show a woman a $\$ 30$ hat who has $n o$ intention of spending more than $\$ 12$, she may be so pleased with the more expensive article that nothing cheaper will suit her. But she is unable to huy the $\$ 30$ hat; therefore she hesitates long and finally leaves the shop without buying anything. If you had first found out that she expected to pay only $\$ 12$, you might have kept the $\$ 30$ heanties out of sight and so have easily satisfied her and completel the sale. This is a kind of failure that all successful salesmen must carefully guard against. Even if you should at

## SALESMANSHIP

last bring the woman who admired the $\$ 30$ liat to the point of buying the $\$ 12$ article she could pay for, you would bave w::sted time and energy that you might easily hava saved.
Importance of Concentration.-Another advantage in first finding out what your customer wants is tbat you can talk so much more forcibly than you can if you scatter your efforts. Suppose you are selling men's shirts and you say: "Here's sometbing nice at $\$ 2.50$." The man seems to like that; he picks it up and looks elosely at it wbile you dilate on its good qualities. A minuta later he says: "Well, I don't want to pay more than $\$ 2.00$." All you can do now is to go hack to tha $\$ 2$ lina and say: "Well, these are nice, too," etc. Weak, isn't it After committing yourself in favor of the more expensive grade of shirts, you bave discounted beforchand all you can possibly say in favor of tbe $\$ 2$ article. If you want to talk effectively and convincingly, you must concentrate your attention on the one article the man can pay for.

If this rule of first fluding out a customer's wants were strictly adhered to, tbink how mucb time would he saved from tbose terrors of the dry goods clerks, the women who are merely amusing themselves by fingering piece after pieca of goods. Many times if such women were directly and courteously questioned they migbt admit at tba start that tbey only wanted samples. By further inquiry as to color, weave, price, etc., think how quickly ona could get rid of tbem, without giving offense, either.

Mnch Talk Not Required.-Besides the direct saving in time and energy you can effect hy first getting a customer to state his wants, you save yourself a large percentage of effort and nervous strain by tha procedure. After you have produced tha artiela the man has asked for, tbere isn't mucb more for von to do; a few judiciously chosen words of admiration and encouragement at most. The man wbo bas thougbt out his method beforehand does not need to make any great cfort or talk mucb in order to make a sale.
Sell, or Know Why You Fail. -It is, of course, absolutely impossihle to make a sale for every inquiry, but wbat an immense satisfaction it is to know accurately-as you can

## SHIPPING

know if you follow this method-just when the failure to make a sale was not your own fault and just when it resulted from your own carelessness!
Your confidence and consequently your effectiveness constantly increase as you reduce your work to a systematic procedure. You always "know where you are at," you can note your own progress, and tbere is with sucla a method far less cause for possible discouragement. There is nothing so helpful as knowing tbe cause of each failure you make; for if you know your weak point you can guard qgainst it next time.
The Only Way. - This cautious method of always finding out what a prospcetive customer wants hefore taking your goods to him is the only way to become a really high class salesman.

## SHIPPING

Sbipping is the transporting of gools by water. Shipowners are common carriers, tbose who send goods are shippers. Owners sometimes charter tbeir vessels to otliers, who tben as chartercrs take the owner's place.
Exportation. - Wben goods are shipped abroad, or exported, they have to be cleared at a cnstom-bouse. This is done by tbe sbipper filling out and swearing to wbat is called a shinpur's manifest, containing a description of the goods shipped. A bill of lading is tben given tbe sbipper as in inland shipments.
A Bill of Lading is a document delivered by a master or owner of a vessel, or the officer of a transportation company, and signed by such parties as an acknowledgment that ${ }^{+1} 14$ goods bave been received for transportation.
The bill constitutes the contract between the shipper and the carrier. Tbree copies of the bill are made out: one is kept by the shipper, another by the party transporting the goods, and the third is sent to tbe person to whom the groods are directed.
When one of the bills has been used the others hecome void. The master usually makes certain exceptions in writing; as, "contents unknown" of loose goods; "not ac-

## SHIPPINO

countable for leakage or hreakage" of liquids in hottlee; "not accountahle for leakage" of liquids in casks; and "picces in dispute," if the slipper's list of articles differs from the ship's account. The master also makes notes of any goods which seem to he in had condition, lest he should he compelled to make good or pay for any defect, as the bill of lading hegins hy stating them to he "ehipped in good order and well conditioned."

Transfer of Bill of Lading. - The hill of lading stande for the property itself, and carries ownership with it. The consignee upon receiving it becomes the owner of it, and can assign the bill of lading and, of course, the right of the groods with it to anotber party.
Ship'e Manifest.-With the aid of the manifeste furnished hy the shippers the ship's master makes out the ship's manifest, containing the name and tonnage of the vessel, the place to which it helongs, and the name of the master, besides a regular list of the ship'e cargo, giving the mark and number of each separate package, the names of tbe persons hy whom the different parcels of goods are shipped, and tbose of the persone to whom they are consigned, and a specification of the quality of the goods contained in each package. This manifest muet he signed hy master of the ship, and he cannot clear for a foreign pori without it. Within a certain number of hours after arrival at any port and hefore "hulk is broken," this manifest must be delivered by the sbip's master to the customs officer of the port.
Loss or Injury.-As common carriers, owners of vessels or charterers are responsible for any loss or damages of the goods, whether caused by negligence of agents, master or crew on the voyage.
But, as on land, there are exceptions, namely: Carriers by sea are not responsible for damages which occur through some extraordinary peril of the sea, such as storms or piracy or fire at sea and in certain otber ways

General Average.-A loss occurring to the cargo wben in

## SEIPPING

order to save the ship in a storm a part of it must be thrown overhoard is called General Average.
The law is that if any part of the vessel or cargo is voluntarily sacrificed to save the rest, all the owners of both vessel and cargo must bear the losg in proportion to their interest

Three conditions, however, are necesgary to make it a general average: 1. The sacrifice must be necessary. 2. It must be made voluntarily. 3. It must succced, i. e., the rest of the vegsel must be saved.

Salvage relates to property abandoned at sea. Any one saving property which he finds ahandoned at sea is entitled to large compensation for hig gervices. This compensation is called salvage and is intended to encourage guch services, which are usually attended with danger.
The amount of salvage varies according to the difficulty and danger and may be one-half of the value of the vessel and cargo gaved. All who take part in the rescuc, master, crew and ownet, share in the salvage. If aid is rendered to a vessel in distress salvage is allowed.

## Form of Bill of Lanagg

Sblpped In good order New York, December 10, 1004 ......... on boerd tba sblp Goodspeed Marked ae follows:
Sylvester Clyde, wbereot Chas. Bollman.................. . . Rio Janeiro. ls master, now lying ln the port of Neo York ........ and bound for the port of Rio Janeiro.. .. .. .. 500 barrels of fow, being marked and numbered as in the margin, and are to bo dellvered In the like order and condition at the port of Rio Janciro........... (the riangers of sen only excepted) unto Sylvester Clyde............ or his aeelgne, be or they peying fraigbt for the sald cases, witb ten cente primage and average accustomed.

In witness whereof I have amrmed to tbree bills of lading, all of this tenor and date; one of whicb being accompllshed the otbers to stand void.

Heniy R. Sandjord.
Sontenta and welgbt unknown.
[In the above form, Hanton is the shipper or consignor, Mlyde the consignee, and Sandford the carricr. It might be signed by the mastar (Bollman) instead of by Sandford.]

## BUSINESS ABBREVIATIONS

## sumbias ABEMviluion




## PART XII

Swindling Schemes Exposed, Trusts, Monopolies, etc.


Barnum, the great American showman, speaking from abundance of experience, declared that "the American people like to be humbugged." He might have gone farther without departing from the truth and added, "and they are the easiest people on the face of the earth to be swindled."
The millions of dollars that recently have been paid to persons conducting varions fraudulent "get-rich-quick" schemes in all parts of the country, prove this to be true beyond question. Rich and poor, wise and otherwise, have all alike been duped by these gretended money-making ach hews.
It is important, then, that every one should be on his guard against fraud, and the following brief words of caution should be over kept in mind:

## 8WINDLINO SCHEMES

1. Remernber that you can't got momething for nothing, and the man who prewnte to you a ceelningly plausiblo evheme with that purpose in viow does so in lifs own interest and not yourn His game is, "Heads I win, talis you lose."
2. Put not your oonfdence in atrangers, especially if you are yourself astranger in a large city. The "confidence man" is ahroad in tise land.
3. Never bo temptod into enguging in any scheme for making money in an underhand or disionorsble 'manner. Moat people that go wool-gethering come back fleeced.
4. Never try to beat a gambler's own game. It is like betting against a sure thing.
5. Never sign your name to any writing untli you are certain you underatand its import, and never under any circumstances do so to accommodate a atranger. By negiecting to observe these simple precautions many a man and his money have been quickly parted.
A careful etudy of the swindling sohemes here dewcribed will put the reader on his guard againat being defrauded of his hardearned money hy unprincipled eherpers.

## TELE "GRHEAK COODS" AWIDNET

This is a soheme in whioh the swindlers act upon the theory that all men are more or less dishonest, and are ready to steal or defrand whenever they are sure they will not be found ont. The headquarters of these awindlers are in New York Clty, and from there they send out a typewritten letter to a business masin or farmer somewhere in the West, offering to sell him a certain amount of "green goods" at ten cents on the dollar. The "green goods" are referred to in such a manner as to make certain that the person recelving the ietter will understand that counterfeft money is meant. No name is signed to the letter, hut on a eeparate slip of paper a name and address are printed.
If a reply is sent in response to the letter a second letter is masled to the intended victim, and enclosed with it is what purperts to ber lipping from a newepaper, giving an acoount of some goverr it pletes having been etven from the Treasury Department at Washington, and money printed from them and placed in oirculation, and of so perfect a character that the government officiale were not ahle to detect the difference between It and the genuine money. In this lotter the pros-

## BWINDLING SCIIEMES

peotive purchaser is informsed tiast he wiil be known hereafter in Now York only hy the name of "Mr. Evans," as it would not be mifo to conduot the husinese with him under his rigit name The letter urges him to come on to Now York and ratisfy himcolf that the goods are all right. It asoigne a meoting place and auggente a aignal hy whioh eaoh is to recognize the other. If "Mr. Evang" goes to Now York and is identifled ali rigit, the deal goes through. Ho is shown a package of genuine mouey, containing five thousand doilass in five and ten-doilar hile. Ho oxamines the money carefuliy, and compares it with some good bills he hus in his pooket. The result is matisfactory, and the victim turns over $\$ 500$ in good money for the five-thousand-dollar package, and puts what he thinks to be it into his grip and humries away. Rut, alas, whan he arrives at home and in secret oxamines his package he finds, to his amazement and sorrow, that it containe-not money, either good ir counterfeit, hut simply ohiong pieces of coarse hrown paper. A "dummy" package has been deftly subatituted for the one that contained the five thousand dollars he had seen counted, and he finds himseif but to the amount of five hundred doilare and the cost of his crip. Not only his money is gone, but his own respect for himseif as an honest man is gone with it. And he is in no position to complain to the anthoritien, for ho was himself engaging ln a scheme to defraud his own neighbors, and so, like hundreds of others similariy victimized, he suhmits to his loss and humillation in corrowful siience

## TELRE CARD MONTL

This is an old hut stiil commoniy practiced swinding game. It is usually worked on trains or at county fairs. The player takes three cards, shows their faces to hie intender viotim, turns them down, shifte them around carelesily, and then asks him to piok a certain one of the cards out-the ace, for instance. The viotim at once selects the right card. The player pretends to be myatified, and bets a haif doilar that he cen't do ft again. The victim takes the bet and again promptiy pioks the right card. The sharper pretends is be awfnily discomfited, hut shifts the cards about again and with an oath declares he wili bet $\$ 10$ that the "Smart Alec" can't teil where tife ace is now. The viotim, who has been watohing the cards all the while, thinks he knows just where the ace is again. nuts uo his 840 and picks out-not
the 200 this tima, but the tworpot. He thought he knew for a certalnty juat where the 200 was all the the beonuse he had notloed that one corser of that card was alightly turned up, Whioh fiot he thought the eharper had falled to obverre, but whioh in truth was the rery bait eet by the sharper to catoh the sudgeon. At the proper moment he deftiy turned up the corner of another card and emoothed down that of the sos. No one ohould ever try to beat thly game, as the sharper alwaye "wins out."

## mbith achis

This game almo unually is worked at county falrs, and, ilio three card monto, Its suocem doponds upon aledght of hand deception. Three half shelle of Engliah walnuta and a little ball of hard rubber or cellulold are used in working the game. The thasper rolls the ball around on a boz or barrel-head, and covern it firat with one whell and then with another. "Plok out the whell the ball is under and you get five dollars," he mys. A confederate standing near replies: "I think I can beat that game easy enough," and at once ploks out the shell the ball is under. To the apparent chagrin of the sharper, he walks off with the money in evideat good humor with himself. One of the "Innoconts" in the orowd, who has watohed the performance very clowly and thinks he know exactly how it was dooe, offers to wager 810 he can ploz the ahell the little ball is under. He pnts np his money, pioks out the middle shell and-loses. Had he ploked ont elther of the other whelis the result would have been the namo, for the ball at the time he ploked was not under any of them, having been retaioed by the sharper lo the grip of hle Hittle finger. And yet wheo he pioked up ooe of the other ahelle he showed the crowd that the ball was under that. This in one of the most deceptive and auocessful.games practioed by aharpers. Steer clear of it.

## Hivithople Teicis

This triok is worked through the help of a coofederate. One of the aharpers has a box of eovelopes containing tickets with oumbers on, indicating certalo prizes displayed by the aharper. Oo paying a certain sum of mooey a persoo is allowed to plok out aoy of the envelopes aod get the prize it oalls for.
The coofederate pays the price asked for a ohance, and of course ohooses an envelope whloh he know contains a card

## GWINDLNO BCHEMES

calling for a valuahle prizo, an a watoli or a avedollar blll. Eite ovecem induow othern to try thoir luok, and a rich harrent is often romped by the sharpers in a fow minutem. And then they move to coma other apot to fiecoe a fresh croved of innocente.

## 80300

This confldence game heu been expowed a great many times in the nowapapers, hut it atill ande viotima $\ln$ all the large clties of the country. It usually requires as many as four sharpern to carry it through. The firit move is for one of the sharpern to "meet by chancs" come prosperous-looking stranger in the ofty and acoost him famillarly comethlng after thls manner: "Why, how do jou do, Mr. Wiloon! How's the dry goods huriness up In Rookford?'
"Exouse me," the atranger replles, "hut you are mitataken in the percon. My name is Myers, not Wilson. I am from Springfield, not Rookford, and my line is hardware, not dey goods."
The aharper profusely bege his pardon, and at once communlcatee what ho has learned to one of his confederates, who procoeds to look up partlcularis regarding Springfield's promirent citizens in the American Bank Note Reporter, whlle the first charper heope tah on Mr. Myers.
Presently the confedernte "accldentally" meets the vletim and exolatme: "Why, Mr. Myers, how do you doy How's every. body down at the Capitall"
"I beg your pardon, sir, but you have the advantage of me," replien Mr, Myern.
"Why, have you forgotien meeting me in company with my uncle, Mr. S. H. Jonet, of the State Natlonal Bank, at Spring. fold?"
Of course Mr. Myors doesn't remember, hut he heslatas to admit the fact, and finally is convinced that they have met before. Having once ohtained the confidence of the Springfield merchant It beoomes an eacy matter to ateer him into the don where certain other confederaten of the charper are in waiting to feece the wealthy viotim.
This is accomplished in many different ways, sometlmes hy means of some swindling game resemblling faro, or hy inducing him to cash a bogus oheck, or engage in a fraudulent game of cards, and occaslonally hy the administration of knockout drope and rohbery.

## SWINDLING SCUEMES

## PTHM RIAM

This ewindie is played on merohants in the following manner: A man enters a store and calls for some trifing artiole, say a cake of shaving soap, and after fumbling in hls pookets for ohange and finding none, hands out a ten-dollar bill. Thls the merchant ohanges and gives him baok 80.00 . The sharper proceeds to count his change, hut suddenly hesitates and says: "Oh, never mind, I find I have a dime after all, and there' no use in my taking all your small ohange. Just give me that hll baok, and here's the exact amount."
While the merohant turns to the cash register to get the hill, the sharper alips the $\$ 0.90$ into his pocket, and at the same moment his confederate walts into the store, and as the merchant is handing back the hlll and recelv:' g the dime, he calls hif attention to some artiole in the show case and engages hlm in conversation in suoh a olever manner as to make him forgetful of the transaction that hss just taksn place. Whlle the merchant is walting on the confederate the first sharper walks out of the store 89.90 shead.

The probahillty is that the merohant will never think of the trasaction again or discover that he has been swindled.


GETLNG TRE FAHMEH'B SLGWATUXE

## SWINDLING SCHEMES

## PMTHIT FHTOE BWTRDIT

This is one of the numerous patent right frauds by whioh so many farmers have been imposed upon. It is worked as follows: A weil-dressed, smooth-spoken stranger calls upon a farmer and shows him in artistio illustration of a patent farm fence, explains aii about it and proves beyond question that it is the oheapest and most endurable fence every devised. The farmer is soon convinced that the fonce is bound to have a farge asle, and is prevaiied upon to take the agency for his township. Alf the fence man asks of the farrier in order to securo the exciusive right to manufacture and sell the fence in his township is to sign his name to a note for $\mathbf{\$ 1 5 0}$. The farmer has dreams of placing one of his patent fences around every farm in the township, and realizing therefrom enormous profts. But when he goes to the city and prices the materials necessary for constructirg the fence, he finds that they are so costiy that the fence cr. id not be made oheap enongh to permit of its being sold at a price any farmer would be wiliing to pay for it. In the meantime the note lias been discounted at a benk, and passed into the hands of an innocent hoider. The fence man has fled the country, and the farmer is bound to pay the $\$ 150$ and interest.

## FMNOL BKRETOERE MAOEIDE FRAOD

This is one of the shrewdest frauds by which farmers are imposed upon. It is executed as follows: The sharper represents to the farmer that he is the agent of a company manufacturing and selling machinee for stretohing barb-wire in the construction of wire fences. He has a machine with him, hut not for sale. All he deaires is the privilege of exhibiting the value of his machine, and he offers to luild the farmer thirty rods of fence without costing the farmer a cent, just to show how the maohine operates. The farmer is asked to sign what appears to be a mere request to forward the desired fence materiai to his address. Thia being done the machine is placed in the bern to await the arrivel of the materials for fence. In a few days another man turns up and presents to the farmer what proves to be an agreement to pay $\$ 150$ for the machine stored in his barn. The machine is of no earthly use to the farmer, hut he finds he has been dnped into aigning his name to a paper acknowledging the receipt of the machine, and agreeing to pay $\$ 150$ therefor so many days after date He is iegally ohligated and must pay.


The lightning-rod tharper calls upon a farmer and takem his older for the placing of rods on his barn in the foliowing form:

Moline, III., August 9, 1004.
Wililam Fill: Please erect at your earlient convenience your lightningrods on my harn, for whicil I agree to pay you 7 cents per foot, 33 for each point, \$1 for each vane, 85 for each arrow, 81 for each bill or brace, cash when finished, or a note due mix monthe from date thereof and bearing interest at soven per cent.

Morrm Homar.
After the contract is signed the sharper inserts a 5 before the 7, making the amount per foot 57 instead of 7 cents. And there being nothing eaid in the contract as to the number of points, vanet, eto., to be used, the lightning-rod man throws them in "good and plenty," so that instead of the husiness costing him about $\$ 28$ as he expected, he finde that the hill runs up to $\$ 185$, and he is required hy law to pay, all because he wan guilty of negligence in signing a contract in which the amount per foot to be paid for the rods was atated hy a figure only, instead of being writton out, and the number of vanes, arrows, bracea, etc., was not specifled, hut left to the disoretion of the party erecting the roda. Of course, if the farmer could prove that the figure 5 had been inserted after the contract was oigned, and without his consent, it would make the contract void, but it is very moldom pomilble that this can be done.

One year after date, I promise to pay to John Datoson or bearor Fifteen Dollars when I sell by
order Five hundred and Seventy-five Dollars (\$575) worth of hedge plants for value received, voith interest at seven per cent. Said Fifteen Dollars when due is payaile at Sherbrooke, Que.

1. It looks very innocent and reads smoothly enough, hnt by cutting of the right-hand portion just after the word "or" in the first line, the sharper has in his posseesion a negotiable promissory note that is good in the hands of an innocent holder, and that can be discocnted at a bank.
\& George W. Ellsworth, the farmer, has hy this agreement apparently become agent for John
Dawsand and is to pay him only $\$ 15.00$ when 8575.00 worth of hedge plants are sold; it looks rosy to the fermar, but in reallty he has become the victim of a shrewd confidence game.

## NEGLIGENCE

## NEGLIGENCE

## "Negligence," in popaiar langnage, means earelessness or

 heediessuess. But to conetitute a right of aetion, it meane eomething eiee. Every negligent act, even although it may cause damage to others, does not neceeearily give rise to a right of action. it ie oniy that kind of negligence which conetitutes a ground for action which the law deale with. Actionahle negilgence muet conelet in the breach or non-performance of some "dnty." There muet be a duty to take care. Where a person neglects to uee ordinary care and extll towarde another in a ziriter in which it wae hie duty to be careful or ekilful, and damage or injury reeults from the negligence, there fe cauee of action. In euch an action the plaintif mnst prove (a) that the defendant wae negifgent, (b) that it wae hie duty not to be negligent, (c) that damage or injury reeulted from the defendant'e negifgence. But there muet be a "dnty" on the part of the defendant. Where the defendant eigned a promiesory note for $\$ 500$, which was so careleesly drawn that the pereon to whom the note was given ineerted worde and figuree making the note read $\$ 5,500$, the defendant did not therehy render himeelf liahle for the larger amount to a "third pereon" to whom the note was traneferred in its altered form; hecauee the defendant owed no legal duty to tho third party. So where an architect careleeely gave his "certificate" to a huilder for work which the hullder eald he had done, but had not done, it was held that the architect could not he held ilahle for negifgence to a pereon who advanced money on mortgage on the property. relying on the certificate of the architect, hecauee the architect owed no duty to the mortgagee. Of course, if the certificate had heen frauduiently given, the architect would have heen liahle. The Law of Negligence reeolvee itself into an enquiry first as to the circumstancee under which a "dinty to take eare" io impoeed, and, eecondiy, what amount of care fe required under thoee circumstancee. In trying an action of negligence the court th'et determinee whether the defendant was under a legal duty to take care, and the extent of thut dinty, and then whether the defendant nsed snch care as a man of ordinary pridence wonld have used. A prudent man
## NEGLIGENCE

will not attempt or nndertake to do what he knows nothing ahout. Where a defendant undertakes to do somethlng, professing to have the necessary skdil, and injury or damage resuits from hie want of skili, he may therehy render himself lishie. There is a clear distinction hetween "negiigonce" and "fraud." Negifgence means that a person is acting careleesly and without any deeign or intention of dolng an lnjury. Fraud imports a design or purpose to do an injurlous act. Negilgence le the opposite of "diligence." There halng no unlawful intention, oniy an ahsence of due care and skill, "vindictive" damages cannot be awarded. The damages given in anch actions are what may constitnte compensation for the injury inflicted. Another princlpie is, that the injury muet be the "direct" resuit of the defendant's want of care. "Remote damages" are not allowed. For example, if the defendant negigentiy injured the horse of another, therehy preventing him from taking a contract on which he could have made a proft of $\$ 100$, the court wili not aliow hls loss of proft to he added to his claim. He can oniy clalm for the "direct damage" done to hls horse. The owner of a house has a right to puil it down, hut he must not do it so negligently as to injure his neighbor'e property. In actlons founded on negilgence the defendant frequently sets up what le called "contrihntory" negllgence. If a defendant can show that the accident would not have happened hut for the negilgence of the plaintiff, that may amount to a good defence. In all casee of contrihutory negilgence the question to he determined is, "Conld the person who ald the last act which caused the injnry have prevented the accident hy nsing reasonahle care?" The plaintif may recover if he can show that the defendant could hy ordinary care have avoided the cffect of the plaintiff's negiigent act. If the defendant could, hy the exercise of ordinary care and dillgence, have avolded the mischief which happened, the plaintifis negllgence will not excuse him. In the case of children a different conslderation arises. A chilid is not expected to have the same knowledge and to take the same care of itself as a grown-up person. Where a horee and cart were left unattended on the street and some children hegan playing with it, and one of them was run over and injured, the owner of the horse was held ilahie. Foot passengers have a right to walk in

## N* LiGEACE

tho roalway and portone riding or driving mast tako remson. ablo care of thery. Bnt it is equaily the duty of foot passensers to look out for vehicies, and in case of an accident, when the balance is even as to which party is in fautt, the one who relles on the negigence of the othar must turn the scais in his favor. A barbed-wire fence so near the puhile highway as to cause danger is a nulsance; and if anybody is injured therehy ho has a right of action. A dangerous excavation on lands adjoining a highway shouid be so protectad or suarded as not to sndanger the safety of others. The owner of land on which a poisonous tree grows is liahle if he allowis tho branches to extend over the fence, and cattie of his neighbor eat them and are infured. The owner of a shop to which people are invited to purchase goods is itahie for the safety of the premisos. Whare a person is in the house of another, either on hnsiness or for any other iawful purpose, he has a right to expect that the owner or occupler will take reasonahie care to protsct him from linjury. Where a visitor feli throngh a trap-door which had negligentiy been left open, the owner was held ifahie. Thas ownor of cattlo is liable for their trespasios. It is the duty of the owner of "domontic animals" to take care of them and prevent them from treapassing on the lands of his nelghbor. A parson who sells goods must take care to furnish the "kind of goods" that the customer contracted to purchase. A man who ordered a certaln kind of seed from a merchant, and hy mlutake was suppiled with the seed of a noxious weed, had an sction for damages againgt the seed merchant. Fire is a dangerous thing. Any persea who sots out a fire on his own land is bound to tako care that it does not spread and do danase to his aolghbor's property. In certain casss it is necessary that dangerous machinery shall te fancsd and protected, and the person who neglects this duty is iliahie for the damages. A porsoa who hres a carriage or horso from another must take care that the articie is not injured. Railway companies and other common carriers are liahie for the perwons or goods which they carry. They are ilahle to the full vaiue of the goods, except to the extent to which their lianility may be ilmited hy contract, and they are liahie for injury to passengers arising from negligence, or from the negilgent acts of their oflleers, servents or agents.

PART XIII
Short Cuts in Figures, Tables, Rules, Weights and Measures


## COMMERCLAL ARITHMEXIC

## COMMERCIAL ARITHMETIC

The object of the following pages is to set forth methods of making some of the oalculations whioh ocour in commeroial arithmetio with greator rapidity and ease than attend the ordinary methods of making the same caloulations. It is impossible to become profloient in arithmetical computations unless the fundamontal principies of arithmetic have been fully mastered, and the more thorough this knowiedge is, the more servicenhie will the following methods prove to be.

## ADDIFIOX

Proficienoy in addition can be acquired only by practice. There are no contractions hy means of which addition may be performed with rapidity and ease. Practice, and practice only, will secure this first requidite of the accountant. However, © few practical suggestion will prove benefiolal to those who have soquired but little profiofonoy in additicn.

## The Rosult Mothod of Addition

Explanation.-Beginning with the lower figure in units column, name the result only of each successive addition; thus $4,8,14,16,25,29,34$; then carrying the 8 to the next column edd 8, 8, 17, $25,82,88,46,48$.

To Prove. - Add the columns downward. This method lies in the ahility to see and combine the result of two or more figures without stopping to add each separately.

## The Group Mothod of Addition

Explanafion.-Beginning at the right add upward, 15, 25, 45; grouping 6, 4, 3 and 2 for 15 ; grouping 6 ond 4 for 10 to edd 15 , making 25 ; and grouping 4,7 1 and 8 for 20 to add to 25 , making 45, the result of first column. Carrying the 4 tens to the second column, adding as before, eto.
To Prove.-Aud the columns downwerd, grouping as illustrated above.
Note.-Practice in grouping will lead to great proflcienoy, and after one has become sliiled in the same, it is advisable to skip a bout along the column in order to select those numbers which can be most conveniently grouped.

## COMMERCIAL ARITHMEIO

## Erorsontal Addetlom

Numbers when writton in horizontal ordor, as in involcec and other businem forms, may bo added wilthout being rewrittion in vertion columna.

In adding numbers written borizontally more care is reqninite that the units thall be of iike order, and great certainty of correotnem can be had by adding firat from left to rigbt and then from right to loft.

$$
510,297,67,841,688=2,858 . \quad \text { Ang. }
$$

The group method may be omployed with equal advantage where numbers are written borizontally.
Horizontal addicton is not often priotioed witb numbers containing more than four or five figuree. In adding dollars and cents it is beat to omit the doilur aign. rejeoted $=58$. Ans.

## Basy Mothods for Adding Iongthy Einglo and Doublo Oolumns

Explanation.-Begin at 8 and add as near 20 as powibio, thus $8,6,8=17$, rejeot the tens and place 7 to the right of the last figure added, as in examplo; begin at 7 and add $7,1,4$ and $5=17$, roject the tons, ploce 7 to the rigbt of 5 , begin at 6 and add $8,7,8$ and $4=19$. Now adding the

Explanation. - When the columns remoh into the bundreds, as each hundred is reached note the amount opposite the last figure entering into its sum, as shown in exampie, and then begin to add again, finally adding these results.

The beat method of proof is that usualiy employed by husiness men, viz., beginning at the top and adding down the column. If the result is like the first it may be eafoly assumed to be correct, for the same error, if there were one, would not be likely to oocur in the reverve ardar.

## COMMERCLAL ARITHMETIC

## The Oivll fervice Mothod of Addition

| 82, 074 60 | 21 |
| :---: | :---: |
| 8,947 24 | 28 |
| 2,442.11 | 83 |
| 2,076 i4 | 47 |
| 7.N4.1.32 | 60 |
| 9,57421 | 39 |
| 6,432, 18 |  |
| 4,067.81 | 845,800 01 |

Begin at che right and add each column separately; thus the sum of the first column equals 21, the second 28, the third 36, nad so on, and then add the reaulte as shown above.
This method is used hy civil service omployen, bank clerks, and others who handle large sunis of money. The advantage lies In the fact that one's attention may be calied to other things and yot he is never at a loss to reaume work where he left off.

## MULTTPLIOATION

The following are contractlons in multiplleation of almple numbers.

1. To mnitlply hy 19, 100, eto., annex an many olphers to the multiplicand as there are In the multiplier.
2. To multiply hy $5,50,500$, etc., annex as many ciphers to the multiplicand as there aie gigures In the multiplier and divide the result hy 2.
3. To multiply hy 25,250 , eto., multiply hy $100,1,000$, eto., and divide the result hy 4.
4. To multlply by any number ondlng $\ln 9$, multiply hy the next higher number and then suhtrsct the multlplicand.

Example.- Multiply $88 \mathrm{hy} \mathrm{89:} 83 \times 40=3,329-83=8,297$,
5. To multiply any number of two figures by 11 , write the sum of the two figures between them.
Example. - Multiply 45 by 11: $4+5=0$, hence 495. A
6. When the sum of two figures ls 10 or over, add the 1 to the left-hand figura.
Example. Multlply 74 hy 11: $7+4=11$, hence 814 .
7. To square any number of 9 's. Beginning at the left write 9 as many times less 1 as there are 9 's in the given number, an 8 , as many olphers as 9 'e and 1.
Example.-Square of $99=9,801$, of $999=998,001$.

## COMMERCIAL ARITHMETIO

## Itchantag Mothode $\alpha$ M Multiplication

To multiply by $1 \frac{1}{6}$ divide by 8 , call it tenc.
To multipls by 1 , divide by 6 , call it tons.
To multiply hy 2f. divido by 4 , oall it tens.
To multiply by 8 , divide hy 8 , oull it tons.
To multiply by 63, divide hy 16, call it hundreds.
To multijply by 81 , divide hy 12, cali it hundreda
To multiply by 193, divide by 8 , call it hundrede.
To muitiply by 162 . divide by 6 , oall it hundrede.
To multipls by 90 , divide hy 4 , coll it hundreds.
To multiply by 81 \}. divide hy 88 , oull it thouranda.
To multiply hy 88 g. divide hy 8, call it hundreds.
To multiply by 60 , divide by 2 , call it hundrede.
To multiply by cos, divide hy 15, call it thousande.
To multiply by 8E; divide by 18, coll it thousands.
To multiply hy 125. divide hy 8, call it thousands.
To multipiy by 1683. divide by 6, call it thousands.
To multiply by 250 , divide by 4 , call it thousande.
To multiply by 888 d, divide hy 8 , call it thousandm.
To muitiply by 87, take if of tbe number, call it hundrede.
To multiply by 87, take $f$ of the number, oall it hundrede.
To Multaply Numbers Ending with 5
To multiply two smali numbers each of which onds in 5 , such an 85 and 75, take the product of the 8 and 7, inorease this by one-half the sum of these figures, and prefix the result to 20. Thus,

$$
\begin{array}{rl}
85 & 6 \times 5=25 \\
75 & 7 \times 3=21,21+3(7+8)=20 \\
2,025
\end{array}
$$

## To Multiply $\triangle$ ay 2 Tumber by 21, 81, 41, ote.

In multiplying any number hy 21 , or 81 , or 401 , or any num ber of two figures where the last is 1 , or of three figuren, where the last two figures are 01, a good deal of time can be saved hy ahbreviating the ordinary process as here illustrated. For 281428 instanco, suppose we have to multiply 281428 by 21. 4628460 Instead of putting down 281428 with 21 under it, 4856888 then arswing a line, multiplying hy 1 , then by 2 or 20 , necomary in simply to multiply by the 2, placing the product

## COMRGACZAL ARTTIMETIC

one figure to the left, and then to add. Try thim method, using 8i, 51, 6i, 9i, 201, 8001, and 901 an multipiters. There in - maving in the above examily of eight figurem.

$$
\text { To Mnltiply hy } y, 99 \text {, } 059 \text {, eto. }
$$


 number from thin fir ,ict.

$$
\begin{aligned}
& \text { Fradu. } \\
& \text { - «*", ", }
\end{aligned}
$$




## The Domp "hent siule

N. B. - The "complemeni" of is number is a number which when added to it makee it 100 . Thus the compiement of 94 ia 6 , of 88 is 2.

To find the product of two numbers, as 94 and 98, for instance, muitipis thelr compiements together, and for the other two figures auhtrect acrom, either the 2 from the 94 or the 6 from the 98.

$$
\begin{gathered}
98-2 \\
94-6 \\
9212
\end{gathered}
$$

## Froof of Muttiplication in Ten Seconds

Here is a simpie proof of muitipilication which is a modification of the oid method of casting out the nines. The unitate of a number is the sum of its digits reduced to a unit. Note these examples:

$$
\begin{aligned}
& 84562=19=10=1 \\
& 898469=89=12=8 \\
& 400298=28=5
\end{aligned}
$$

The sum of the digits of the first number is 19; these digits added equal 10, and these added equal 1. Note the following example in multiplication:

$$
\begin{aligned}
& \left.\begin{array}{r}
252=9 \\
821=6
\end{array}\right\}=54=9 \\
& 852 \\
& 504 \\
& 756 \\
& 80892=27=9
\end{aligned}
$$

## COMMERCLAL ARJTIIMETIC

The unitate of the multiplier is 9 and the unitate of the multiplicand is $6 ; 6$ times 9 equals 54 , and the unitate of 54 is 9 . Now the unitate of the product is found to be 9 also, which is a proof of the correctness of the work. Note this example:

$$
\left.\begin{array}{r}
\left.\begin{array}{r}
7508=20=11=2 \\
3483=10 \\
29704
\end{array}\right\}=14=5 \\
45588 \\
30392
\end{array}\right\} \begin{aligned}
& 22794 \\
& 26811874=32=5
\end{aligned}
$$

It is not necessary to write down as many flgures as are written above. The unitate of each number can easily be found mentally.

## Rapid Multiplication

When the unlt figures added equal ten, and the tens are alike, multiply the units and set down the result; add one to eitlier numbers, in ten's place, and multiply hy the other, and you have the product.
To multiply any number hy 66, add 3 clphers and divide hy 15 .

| " | " | " | . |
| :---: | :---: | :---: | :---: |

The three ciphers inorease the number to be multiplied one thousand tlmes, or two oiphers one hundred times, and dividing It hy the number of times the multiplier is contained in 100 or 1,000 gives the product.

## COMMERCLAL ARITJMEVIO

## To Multiply Mixed Numbers

Rule.-1. Multiply the whole numbers together.
2. Multiply the upper whole niminser by the lower fraction.
8. Miltiply the lower whole number by the upper fraction.
4. Multipiy the fractions together.
6. Add the four prodisets.

Excumple. -Multiply 123 by 8 ,

1. Whole numbers mnitipliod. . . . . . . . . . . . . . . . . . . . . . . . . . 96
2. Multiply 12 by ${ }^{3}$96

3. Multiply $\frac{3}{}$ by $=0$ - 12 or. 5\}
Add resuits.

To Multiply Two Numbers Having the 太ame Fractions
Rule.-1. Muitiply the whole numbers togetlier.
2. Add the two numbers together and multiply thls
3. Min either one of the fractions.
4. Minltiply the two fractions togetber.

## DIVIBION

## Lightning Mothods of Diviaion

To divide by 14, remove point one piace to left, muitlply by 8.
To divide by $2 \frac{1}{2}$, remove point one place to left, multiply by 4.
To divide by 4 ,, remove point one place to left, multiply by 3.
To divide by $8 \frac{1}{3}$, remove point two places to left, multiply by 12.
To divide by $12 \frac{1}{3}$, remove point two places to left, multiply To divide by 163, remove point two places to left, multiply by 6 . by 4. Vide by 20, remove point two places to left, multiply To divide by $38 \frac{1}{3}$, remove point two places to left, nultiply To divide by 50 , remove point two places to left. nultiply by 2 .
To divlde by 125 , remove point tbree places to left, multiply by 8 .
To divide by 250 , remove point three places to left, multiply by 4 . divide by $839 \frac{1}{3}$, remove point three places to left multily by 8 .

## COMMERCLAL ARTTHMETIC

## Tests of Diviaibility

Any number is divisihie hy 2 when the last figure ls even; divisihie hy 4 when the last two igures are dlvislhle hy 4; divisihle hy 5 when the last figure is 0 or 5 ; divislhle hy 8 when the sum of lts figures ls divisihle hy 3 ; divisible hy 9 when the sum of its figures is divislhle by 9.

The produot of any three consecutlve nnmbers is divisihle hy 6 ; the product of any four consecutlve numbers is divisitle by 24.

## MULTRPLOATIOX AND DIVISION OOMBINTD

When it becomes necessary to multlpiy two or more numbers together, and dlvide hy a third, or hy a product of a third and fourth, it must be titerally done if the numbers ore prime.

For example: Multiply 19 by 18 and dlvide that product hy 7.
This must be done at full length, because the numbers are prime; and in all suoh cases there will result a fraction.

But in entuat business the prohiems are ctmost all reduceahle by short opeantions: as the prices of artlcles, or amount colled for, alweys, corswponds with some atiquot part of our scale of computmen. Asud when: two or more of the numbers are composite nusuers, the wirk cansalmays be contracted.

Example-Maltiply To ohtain the mawer, it is memeient to divlde 375 hy 3 , which glves 125.

The 7 divides the 21, ad the factor 8 romalns for a divlsor. Here it becomes necessary to lay down s plan of operation.

Draw a perpendicular tine and place all numbers that are to be multlpied together under aach other, on the right-hand side, and all numbers that are dlvisors under each other, on the lefthand side.

EXAMPLES
Multlpiy $140 \mathrm{hy} \mathrm{36}$,and dlvide that praduot by 84 . We place the numbers thus:

$$
\begin{array}{r|r}
84 & 140 \\
36
\end{array}
$$

We may cast out equal foctors from each slde of the line without affecting the result. In this cuse 12 wlll divlde 84 and 36 ; theu the numbers will stand thus:
$\left.7\right|_{8} ^{140}$
But 7 divides 140, and gives 20, which, multiplied hy 8, gives 60 for the result.

## COMMERCIAL ARITIIMETIC

Multiply 4783 hy 89 , and divide that prodnot by 18. $13\left\{\begin{array}{c}4783 \\ 998\end{array}\right.$
Three times 4783 must be the result.
Multiply 80 by 9 , that produot hy 21, and divide the whole by the product of $00 \times 0 \times 14$.

$$
\begin{array}{cc|cc}
8 & 69 & 80 & 4 \\
6 & 9 & \\
2 & 18 & 21 & 3
\end{array}
$$

In the above divide 60 and 80 hy 20 , and 14 and 21 hy 7 , and those numbers will stand canceled as above, with 8 and 4,8 and 3, at their sides.

Now, the produot $3 \times 6 \times 2$, on the divisor sido, is equal to 4 times 9 on the other, and the remaining 3 ie the result.

## Pracmons

The reciprocal of a number is a unit divided hy the number. The reciprocal of a fraction is the fraction inverted. To reduce two or more fractions to a common denominator, multiply all the denominators except its own for a new numerator and multiply all the denominators together for a common denominator

## ADDITION OF FRACTIONS

If the fractlons have not a common denominator, reduce them to a common denoninator, then add the numerators and place the sum over the common denominator.

$$
\begin{aligned}
& \text { Add } \frac{2}{8}+\frac{2}{4}+\frac{46+45+24}{5}=\frac{409}{60}=-\frac{40}{60}=1 \frac{60}{60} \\
& \text { Here } \frac{4 \times 4 \times 5}{} \text { or } 60 \text { is the common denominator. }
\end{aligned}
$$ subtraction of fractions

Feduce the fractious to a common denominator, auhtract the numerators and place their difference over the common denominator. Suhtract $\frac{3}{3}$ from 3. Here the common denomlnator is $3 \times 4=12$, and the difference of the numerators 1 , hence ${ }_{1} 15$ is the answer

MULTIPLICATION OF FRACTIONS
Multiply the numeratora for a new numerator and the denom. inators for a new denominator.
Multiply $3 \times 4=\frac{1}{4}=\frac{1}{2}$ the answer. $3 \times 4$ is the new denominator, and $2 \times 3$ is the new numerator.

## COMMERCIAL ARITHMETIC

## DIVISION OF FRACTIONs

Invert the terms of the divisor and proceed as in muitipli cation

Inverting the uivisor teils how many times the divisor is contaiued in one, as $\frac{?}{\text { a }}$ inverted equals 1. the number of times ? ls contained in 1.

## RULES AND EXAMPLES FOR VARIOUS BUSINESS OPERATIONS

Such As: Commision, Discounts, Profit ann Loss, taxes, Insurance, Partial Payments, etc.

00MMISSION

## To Find the Commission, the Cost or Selling Pnce and

 Por Cent of Commission Boing GivenRule.-Multipiy the cost or seiling price hy the rate per cent of commission.
Example.-How much commission will be due an agent who huys $\$ 0.000$ worth of coal on a comunission of 5 per cont?
operation
$\$ 0,000=$ Investment or base.
$0 \mathrm{i}=$ Per cent of commission.
$\$ 450.00=$ Commission or percentage.
Explanation.-Since the rate of commission is 5 per cent, the whole commission due the agent wiil be 5 per cent of the investment, $\$ 9.000$, or $\$ 450$.

To Find the Investment or Gross Sales, the Commission and Per Cent of Commission Being Given
Rule.-Divide the commission hy the rate per cent of commission

Excample.-If an agent'a rate of commission is 3 per cent, what value of goods must he sell to earn a commission of \$75?

$$
3 \%--73 \left\lvert\, \frac{\text { Com. }}{\frac{\$ 75.00}{82,500}}\right.
$$

Explanation.-Since the agent's commission is 3 per cent, he earns 3 cents hy seiling $\$ 1$ wortil of gouds; the vaiue of the

## COMMERCIII, ABITIIMETIO

gooris soid, therefore, must be as many times $\$ 1$ as 3 cents is contained times in \$75, which is 2,500 times, and 2,600 times \$1 is $\$ 2,500$

## To Find the Investment and Commission When Both are Included in a Remittance by the Principal

Rule.-Divide the remittance hy 1 pius the rate per cent of commission.

Example.-If $\$ 1,0,0$ is sent to a Syracuse agent for the purohase of sait, how muoh will he invest, his rate of comnission being 5 per cent?

OPRRATION
$\$ 1.00=$ Investment.
$05=$ Commission.
$81.05=$ Actuai cost to principal of each doilar invested hy agent.
81.05) 1.050
$\$ 1,000$, Sum invested in salt.

Explanation-For each doilar invested the principal supphes the dollar invested and 5 cents for the agent's services, therefore the agent will invest only as many doilars in salt as $\$ 1$ pius 5 oents, or $\$ 1.05$, is contained times in $\$ 1,050$, or 1,000 times, hence the invertment $\$ 1,000$.

## DISOOUNTS

Diacoun's is the ailowance made from the amount of a deht, a note, or other olligation, or a deduotion from the price of goods for payment hefore it is due.

Trade Discount is the allowance made by manufacturers and merchants upon their fixed or iist prices.

When there is more than one trade discount they are known as discount series.

Trade discount is computed by the rules of percentage on the market price as a base. When a series of discounts is allowed, the first oniy is an computed, and in every subserfuent discount the remainder afthr each preceding discount is regarded as the base.

## To Find the Selling Price, the List Price and Discount Series Being Given

Example. -The list price of a carriage is $\$ 250$, what is the net selling price, if a discount of 40 per cent is allowed?

## COMMERCIAL ARITHMETIC

## OPERATION

$$
\begin{aligned}
8250 & =\text { List price. } \\
.4 & =\text { Per cent of discount. } \\
8100.00 & =\text { Discount. }
\end{aligned}
$$

$\$ 250=$ Cost.
$100=$ Dlsoount.
$\$ 150=$ Net selling prist.

Explanation.-Since the discount is 40 per cent and the ilst price or base is $\$ 250$, the discount to be deducted whll be 40 per cent, or $\$ 100$. The net price wlll be $\$ 250-\$ 100=8150$.

## True Discount

True Discount is the difference bet ween the face of a debt dne at a future time and its present worth.

The Fresent Worth of a debt payahle at a future time without interest is its velue now; hence ls such a sum as belng put at simple interest at the legal rate will amount to the given deht when it becoraes due.

## To Find tise Present Worth and True Discount

Example.-Find the present worth and true discount of a olaim for $\$ 871.68$ due 2 years 8 months hence, at 6 per cent per annum.

## OPRRATION

- $1185=$ Interest on 81 for 2 yrs. 3 mo . at 6 per cent.
$1.135=$ Aniount
$871.58+1.183=8768$, present worth.
$871.68-8768=8103.68$, true discount.
Explanation-The amount of the deht nt the end of 2 years 8 months is $\$ 871.68$, and since $\$ 1$ wouid in that time at 6 per cent amount to 81 135, the present worth must be as many times 81 as 81.185 is contained times in $\$ 871.68$, or $\$ 768$. If the face is $\$ 871.68$ and its present worth is only 8768 , the true discount will be $\$ 871.68$ minus 8768 , or $\$ 109.68$,
Rule.-Divide the amount of the debt nt its maturity hy one dollar plus lts interest for the given time and rate and the quotlent will be the present worth. Suhtract the present worth from the amount and the remainder will be the true discount.


## Benk Discount

Bank Discount is a deductlon from the sum due upon n nego tiahle paper at its maturity for the cashing or buying of suoh paper before it becomes due.

## COMMERCIAL ARITIIMETIC

The discount may be a fixed sum, hut is usuaily the interest at the iegal rate taken in advance. Bank discount is usually reckoned on a basis of 860 dayz a yeur.

The time in bank disoount is alweys the number of daya from the date of discounting to the date of maturity.

The term of discount is the time the note has to run after being discounted.
Notel containing an interest cleuse will beer interest from dete to meturity unies other time be specified.
Mon-Interest Bearbag Motem become interest bearing if not paid at maturity.
The maturity of a note or draft is indicated by using e sbort vertical line with the dete on whioh the note or draft is nomlnelly due on the left and the date of maturity on the right; thus, Nov. 21-24.

## To Find the Discount and Proceods, the Face of a Noto, Time and Rate Per Oent of Discount Being Givon

Example. -Find the bank discount and proceeds of e note for $\$ 580$ due in 68 days at 6 per cent.

OPERATION

$$
\begin{aligned}
& 8880.00=\text { Faca } \\
& 6.09=\text { Discount for } 63 \text { days. } \\
& \$ 773.91=\text { Proceeds. }
\end{aligned}
$$

Explanation. The bank discount of a note being its interest for the time plus grace and the proceeds being the fece of a note minus the bank discount, it is only necessary to compute the interest on the fuce for the full time to obtain the discount end to aubtract such discount from the face to find the proneeds; thus, 88.09 being the discount, $\mathbf{8 5 8 0}$ minus $\$ 6.09$ equals $8573 . y_{1}$ proceeds.
Rule.-Compute the interest for the timeend rate for the bank disoount, and subtract this bank discount from the face of the note to find the proceeds.

## To Find the Face of a Noto, the Procoeds, Time and Rate Per Oent of Discount Boing Given

Example. - What must be the face of a note. payeble in 60 days, tbat when discounted at 6 per cent the proceeds may be $\$ 578.01$ ?

## COMMERCIAL ARITHMETIC

$$
\begin{aligned}
& \text { OPERATION } \\
& \$ 1.00=\text { Face of note of } \$ 1 . \\
& .0105=\text { Discount } n \text { noto of } \$ 1 . \\
& .0805=\text { Proceeds or note of } \$ 1 . \\
& \$ 678.91+.0895=8080 \text { face required. }
\end{aligned}
$$

Explanation.-If the discount of $\$ 1$ at 6 per cent for 68 days Is 8.0 ith. The proceeds of $\$ 1$ of the note would be $\$ 1$ minus 8.0105 ,
 as the: dollars face of note to give 8578.91 as 8.9805 are con. tai Miltimes ln \$573.91, or $\$ 580$.

Aule.-Dlvide the proceeds of a note hy the proceeds of one dollar for the given rate and time.

## PROTIT AND LONS

Broft and Loas treats of gains or losses ln business transao tions.

The gross or full cost of an article is its first cost lnereased hy all outlays Incident to its purchase and holding to date of sale.
The Not Belling Price is the gross selling price, less all charges incldent to its sale.
To Find the Protit and Loss, the Cost and Rete Boing Given.
Example.-An agent paid $\$ 95$ for a reaper and sold it at a profit of 18 per cont. What was his gain?

OPERATION
$505.00=$ Cost.
$.18=$ Per cent of galn.
$\$ 17.10=$ Gain.
Erplanation.-Since the agent gained 18 per cent or 18 cents on $\$ 1$, on the $\$ 95$ of cost he would gain 95 tlmes 8.18, or 517.10 .

Rule.-Multiply the cost hy the rate.
To Find the Cost, the Gain or Ioss and the Rate of Gain or Lons Being Civen
Rule.-Dirlde the gain or loss hy the per cent of gain or loss.
To Find the Bate of Profit or Ioss, the Coat and the Prolit or Loss Being Given
Rule.-Divide the prafit or loess by the cost.
To Find the Cost, the Solling Price and the Rate Por Cent of Profit or Loss Boing Given
Rules, - Divide the selling price hy 1 plus the rate of gain.
Divide the selling price hy 1 minus the rate of loss.

COMMFREISI, ARITHMETIC

## TMEX

## To Itind a Property Tax

Enample-The rate of taxation in the rity of Des Moines, Iowa, is 18 . What nmount of tax must, if permon juy; whose persinal property is vulued at 817,000 , and who owns real estate assessed at 824,000 ?

$$
\begin{aligned}
& 817,500 \\
& 24,800 \\
& 842,400 \times .01 \%=8742 .
\end{aligned}
$$

Explanation. -Since his total valuation was 842.40 , and the rate of taxation is per cent, his tax would be if per cent of $\$ 42,400$, or 8742.

Rule.-Multiply the total assessed value hy the rate per cent of taration.

## misutanoy

## To Find the Cost of Insurance

Example. -The stock in a store is insured for \$7in0. What is the cost of insurance for one year at $1 \frac{1}{2}$ per cent premium if $\$ 1.25$ is oharged for the polioy?

## operation

$\$ 750=$ Amount Insured.
$.015=$ Per cent of premium.
$\$ 11.25=$ Premium.
$125=$ Cost of policy.
$812.50=$ Fuil cost of insurance.
Explanation. Since the amount insnred is the base, and the per cent of premium the rate, if the amount is multiplied by the rate the produot, $\$ 11.25$, will be the premium; adding $\$ 1.25$, cost of policy $=\$ 12.50$, the full cost.

Rule.-Multiply the amount of insurance hy the rate per cent of premium, and add extra oharges, if any.

## To Find the Amount Insured, the Promium and Per Cent of Premium Being Cliven

Rule.-From the full cost of insurance suhtract the extra oharges, if any; divide the remainder hy the per cent of premium, and the quotient will be the face of the poicy.

## HNTMRET

## INTEREST <br> Ingal Pointe Ooncorning Interact

1 Intarest is money paid for the uso of money. If one borrowa money promising to repay it with an additional amount, the rum borrowed is called the prineipal, the additionai amount intereat. It is unasily stated as so muoh por cont, i.e., no many doilars of interest for overy hundred dollars of prinoipai.
2. Whas Allowed-Intorest is allowed (1) when it is exprewiy contracted for, (2) when muoh an agreement is implied, (8) when a deht has become due hut remains unpuld.
The most common instance in the first olam is where money is borrowed. The debtor usuaily expresely agreee to pay the debt and interest.
The seoond oiase is where money is borrowed and the agreo. ment to pay interest is implied from the neture of the husinem or the usual custom.
The third olass relates to the interest acoruing after the deht beoomea due, and it is a generai ruie that one who fadis to pay money due must also pay interest upon it up to the time he does pay.
8. Usury.-Many of the States forhid any one to give or receive more than a ntated rate of interest. This rate differs in the different Stated, varying from 6 to 12 per cent. The taking of e higher rate than that allowed hy the Law is usury; thus usury is unlawful interest.
4. Legal Rato.-Every State has estahiished a certein rate which shail be the rate of interest in all those cases where the parties heve not flxed their own rate. This is cailied the legal rate, and in most States it is 0 per cent per annum. See Interest Laves and Statutes of Limitution.

A promise to "pay 8100 end interest" means interest et the iegai rate of the State in which the payment is to be made.
©. I sualty of Usury. - Some penaity is inflicted upon the one whe inkes usury, i.e., upon the iender, not upon the borrower. It vasies in the different States, hut is usualiy one of three kinds: (1) the forfeiture of the usurious interest, i.e., ail above the lawfui rate; (2) the forfeiture of eii the interest; or (3) the forfeiture of both prinoipal and interest.
In a Scate where the first ruie is adopted, the iender who has ient et an usurious rate may recover the prinoipal and interest

## INTHREST

at the legal rate; where the wecond ls adopted only the money he lent; and where the third is adopted not even that. Set Interest laws.
Book Accounte.-Interest may be charged on laok ac. counte after legal demand for payment. In Conncetiont fiterest on book acconnts is allowed only when payinent is mureamombly delayed.
8. Guardians and Truatees may be charged illerest upon all trust funds in their handa after their failure to invest theon within a reasonahle tire.
0. Copartaerahip. - If a partner withdraws money from the finds islonging to the flrm, for private use, he will be liable for interest on the same.
10. Policy of Insurance. - If loss oceurs under a policy of imsurance, it bears interest from the time it is due arcording to the terms of the policy.
11. Compound interest is not collectible by law. When interest has accumulated and become payable, an agreement that it shall be added to the prineipal thins formed will usuelly be deemed legal.

## Lightning Method for Oalculating Interent

This is probably tbe shortest and simplest method known, Multiply the prineipal by the number of days, and

For $\{$ per cent, divide by 90
Ficr e per cent, divide by 72
Fir e per cent, divide by 80
For 8 per cent, divide by 45
For 8 per cenn, divide by 40
For 10 per cent, divide by $3 f$
For 12 per cent, divide by 30
Example. - Whet is the interest on $\$ 450$ for 1 montl end 10 days at 8 per cent 9
Solution. $-450 \times 40 \div 45=\$ 4.00$. Ans. Interest.

## BANKERS' MYTHOD

## To Find the Interest on Any Sum at 6 Per Cent for Any Number of Days

Rule.-Renove the decimal point two places to the left. and yon heve the interest for 60 days.

Example. - Whet is the interest on $\$ 250$ for 60 days at 6 per cent 9 Principel, $\$ 250$. Interest, $\$ 2.50$.
When the time is more or less then 60 days, first flud the interest for 60 deys, end from thet to the time required.


## MICROCONY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)


## INTEREST

For 120 days, multiply by 2


What is the interest on $\$ 720^{\circ}$ for 75 days at 0 per cent?
$\$ 7.20$, interest for 60 days.

$$
1.80, \quad 6 \quad 15
$$

## $\$ 8.00$, interest for 75 days.

## Cancelation Method

Rule.-Piace the principal, the rate, and the time in months, on the right of a vertical line, and 12 on the left; or, if the time is short and contalns days, reduce to days, and piace 360 on the left. After canceling equal factors on both sides of the line, the product of the remaining factors on the right, divided by the factor, if any, on the left, will give the required interest.

To find the interest of $\$ 184.80$ for 1 year 5 monthe at 5 per cent.


Analysis. $-\$ 184.80 \times .05$ gives the interest for 1 year or 12 months, which divided hy 12 gives the interest for 1 month; the quotient multiplied by 17, the number of months in 1 year 5 months, gives $\$ 13.09$, the interest required.

To find the interest of $\$ 240$ for 2 months 18 days at 7 per cent. OPERATION

$$
\frac{s 396}{3} \left\lvert\, \begin{aligned}
& 8219^{6} \\
& \frac{.07}{7828} \\
& \frac{\$ 10.92}{83.64}
\end{aligned}\right.
$$

Analysis. $-\$ 840 \times .07$ gives the interest for 1 year or 360 days, which divided hy 300 gives the interest for 1 day ; the quotient multiplied hy 78, the number of days in 2 months 18 days, gives 83.64, the required interest.

To find the interest of $\$ 696$ for 03 days at 1 per cent a month. Of $\$ 325.20$ at $\frac{1}{2}$ per cent a month for 63 days.

OPERATION


OPERATION
[5323.295.10

| 00369 | .99 |
| :--- | :--- |
|  | $\$ 5.121$, Ans. |

$\square$


## INTEREST

## INTEREST TABLES.

$\qquad$

N the following interest tables, interest is computed to mills to insure greater accuracy.

The interest at any other rate can easily be found. Intereat at 4 per cent is $/ 1 / 2$ of interest at 8 per cent. Double intereat at 5 per cent and you have interest at 10 per cent, etc.

The interest is given in hundreds of dollars. To find the interest on $\$ 10, \$ 20$, etc., move decimal point one place to the left. To find interest on $\$ 1, \$ 2$, etc., move decimal point two places to the left.

## EXAMPLE:

Find tie Infiezut on 3165 for One Year Five Montes Sixyent Date at Five Pie Cent.

Interest on $\$ 100$ for one year

```
" " I00 " 
```

. 100 " fivemonths ........................ 2.08
" " 60 * " ${ }^{\prime \prime}$2.08
1.23
" " 8 " " " ..... 10" " 100 " stxteen deys
" " 60 " " " ..... 22
" 4 . 3 " ..... 18 01Total Interest312.04

## TNTERREJT

INIEREST AT FIVE PER CENI.


INTEREST

INTEREST AT SIX PER EIENT.

425

INTEREST

INTEREST AT SEVEN PER CENT.

| Oayc. | 8100 | 8800 | 8800 | \$400 | 8500 | 8600 | 8700 | 8600 | $\$ 000$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | . 019 | . 038 | . 058 | . 076 | . 097 | . 1 | 7.136 |  |  |
| 3 | . 038 | . 076 | . 117 | . 158 | . 194 | . 233 | . 272 | . 311 |  |
| 3 | . 058 | . 117 | . 175 | . 233 | . 292 | . 350 | . 408 | . 467 |  |
| 4 | . 078 | . 136 | . 233 | . 311 | . 388 | . 467 | . 64 | . 622 |  |
| 5 | . 097 | . 194 | . 292 | . 388 | . 486 | . 583 | . 68 | . 776 | . 67 |
| 6 | . 117 | .233 | . 350 | . 467 | . 58 | . 700 | . 617 | $7 . .933$ | 1. |
| 7 | . 136 | .272 | . 408 | . 544 | . 681 | . 617 | . 953 | 1.088 | 1.2 |
| 8 |  | , | . 4 | . | 778 | 933 | 1.088 | 1.244 | 1. |
| 10 | . 194 | . 388 | . 583 | 76 | 678 | 1.050 | 1.225 | 1.400 | 1.5 |
| 11 | . 214 | . 428 | . 642 | . 858 | 1.08 | 1. | 1.497 |  |  |
| 12 | . 233 | . 467 | . 700 | . 933 | 1.167 | 1.400 | 1.833 | 1.667 | 2. |
| 13 14 | . 253 | . 506 | . 756 | 1.011 | 1.264 | 1.517 | 1.76 | 2.022 | 2.2 |
| 14 | . 272 | . 848 | . 617 | 1.089 | 1.361 | 1.633 | 1.006 | 2.178 | 2. |
| 16 | . 311 | . 682 | . 6 | 1.167 | 1.458 |  | 2.042 | 2.333 | 2.68 |
| 17 | . 331 | . 661 | 992 | 1.322 | 653 | 1.983 |  |  | 2.6 |
| 18 | . 350 | . 700 | 1.050 | 1.400 | 1.750 | 2.100 | 2. |  |  |
| 19 | . 369 | . 738 | 1.108 | 1.476 | 1.847 | 2.217 | 2.586 | 2.85 | 3. |
| 20 | .389 | . 778 | 1.167 | 1.556 | 1.044 | 2.334 | 2.722 | 3.111 | 3. |
| 21 | . 406 | . 617 | 1.225 | 1.833 | 2.042 | 2.450 | 2.858 | 3.267 | 3. |
| 23 | . 428 | . 858 | 1.283 | 1.711 | 2.130 | 2.567 | 2.994 | 3.422 | 3.850 |
| 23 | . 447 | . 694 | 1.342 | 1.769 | 2.236 | 2.683 | 3.131 | 3.578 | 4.025 |
| 24 | . 467 | . 933 | 1.400 | 1.867 | 2.333 | 2.800 | 3.267 | 3.733 | 4.200 |
| 26 | . 488 | . 972 | 1.458 | 1.944 | 2.431 | 2.917 | 3.403 | 3.689 | 4.375 |
| 26 | . 508 | 1.011 | 1.517 | 2.022 | 2.526 | 3.033 | 3.530 | 4.014 | 4.550 |
| 28 | . 525 | 1.050 | 1.575 | 2.100 | 2.625 | 3.150 | 3.675 | 4.200 | 4.725 |
| 28 | . 544 | 1.089 | 1.633 | 2.178 | 2.722 | 3.267 | 3.811 | 4.356 | 0 |
| 29 |  | .128 | 1.692 | 2.256 | 2.619 | 3.383 | 3.047 | 4.511 | 75 |
|  |  | 1.167 | 1.750 | 2.333 | 2.017 |  |  |  |  |
| 2 | 1.167 | 2.333 | 3.500 | 4.667 | 5.63,3 | 7.000 | 8.16 |  |  |
| 3 | 1.750 | 3.500 | 5.250 | 7.000 | 6.750 | . 50 | . 1 |  |  |
| 4 | 2.333 | 4.667 | 7.000 | 0.333 | 11.667 | 14.00 | 16.333 |  |  |
| 5 | 2.917 | 5.833 | 6.7501 | 11.667 | 14.583 | 17.500 | 20.417 | 23.333 | 26.250 |
| 6 | 3.500 | 7.000 | 10.5001 | 14.000 | 17.500 | 21.000 | 24.500 | 28.00 | 31.500 |
| 7 | 4.083 | 6.1671 | 12.2501 | 16.333 | 20.417 | 24.500 | 28.583 | 32.667 | 750 |
| 8 | 4.667 | $9.333 / 1$ | 14.0001 | 16.687 | 23.333 | 28.000 | 32.667 | 37.333 | . 000 |
| 9 | 5.2501 | 10.500 | 15.7502 | 21.000 | 26.250 | 31.500 | 36.750 | . |  |
| 10 | 5.83311 | 11.6671 | 17.500 | 23.333 | 29.167 | 35.000 | 40.633 |  |  |
| 11 | 6.41712 | 12.8331 | 19.2502 | 25.667 | 32.083 | 38.500 |  |  |  |
| Year | 7.0001 | 14.0002 | 02 | 00 | 35.000 | 42.000,4 | 49.000 | 56.000 | 63.000 |

INTERLST

Interest at eioht per cent.


## INTEREST

## Eow Money Grow at Intorsit

If one dollar be invented and the interesl added to the ppineipal annually, at tbe ratea named, we shall have the following result at the accumulation of one hundrel years.

One dollar, 100 jears al 1 per cent..................... . . 2.75
One dollar, 100 yeary at 2 per cent ........ ...... $\quad \mathbf{7 . 2 5}$
One dollar, 100 years at 3 jur cent......... ....... 19.28
One dollar, 100 years at $\$$ per cent. . . . . . . . . . . . . . . . 80.25
One dollar, 100 years at 5 pep cent. . . . . . . . . . . . . . . . 131.50
One dollar, 100 years at 6 per cent. . . . . . . . . . . . . . . . 340.00
One dollar, 100 years at 7 per cent. . . . . . . . . . . . . . . . 868.00
One dollar, 100 jears at 8 perp cent. . . . . . . . . . . . . . . . 2,203.00

Time in which Money Double:

| $\begin{aligned} & \mathrm{Per} \\ & \mathrm{C} t . \end{aligned}$ | Simple Int. | Comp. int. |  | Struple Int. | Comp. Inl. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | 50 yeurs. <br> 40 years. <br> 33 yrs .4 mos . <br> 28 yrs. 208 di. <br> 25 y'ears. <br> 22 yrs 81 da. | 35 years. <br> 28 yrs. 26 da . <br> 23 yrs .164 da . <br> 20 yra, 84 da . <br> 17 yrs. 246 da . <br> 15 yrs, 273 da. | $\begin{array}{r} 8 \\ 6 \\ 7 \\ 8 \\ 9 \\ 10 \\ \hline \end{array}$ | 20 years. <br> 16 yrs. 8 mos. <br> 14 yra, 104 da . <br> t2t-years. <br> 11 yrs .40 da. <br> 10 years. |  |

Table Showing Nrumber of Day: Between Two Dates

|  | Toem | Jan |  |  |  | May | June | July | Aug. | Sep. | O |  | c. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | January. | 368 | 31 | 50 | 90 | 120 | 181 | 181 | 212 | 243 | 273 | 304 |  |
|  | Febru'ry | 334 | $\overline{365}$ | 28 | 89 | 89 | 120 | 150 | 181 | 212 | 242 | 273 | 430 |
|  | March.. | 306 | 337 | $\overline{365}$ | 31 | 61 30 | 92 | 122 | 183 | 184 | 214 | 245 | 275 |
|  | April... | 278 | 308 | 334 | 368 | 30 | 61 | 91 | 122 | 183 | 183 | ${ }_{184}^{214}$ | 24.4 |
| C | May | 245 | 278 | 304 | 338 | 385 | $\frac{31}{385}$ | 31 | 82 | ${ }^{123}$ | 122 | 184 | 183 |
| 4 | July | 184 | 215 | 243 | 274 | 334 | 3365 | $\stackrel{3}{365}$ | 31 | 62 | 02 | 123 | 153 |
|  | August.' | 153 | 184 | 212 | 243 | 273 | 304 | 334 | 365 | 31 | 61 | 82 | 122 |
|  | Sept. | 122 | 153 | t81 | 212 | 242 | 273 | 303 | 334 | 365 | 30 | 61 | 91 |
|  | October. | 92 | 123 | $t 51$ | 182 | 212 | 243 | 273 | 304 | 335 | 365 | 31 | 61 |
|  | Nov. | 61 | 92 | 120 | 181 | 181 | 212 | 242 | 273 | 304 | 334 | 3635 | 30 |
|  | Dec. . ... | 31 | 02 | 00 | $12 t$ | :51 | 182 | 212 | 243 | 274 | 304 | 33.5 | 305 |

For example: From any date In July to the same date in February there are 21: days. When the day of the month to whlch you count is later, arld the difference; if earlier, suhtract it. Thus, from January 1 to May 1 are 120 days; to the 11 th 1 May it is 10 days mnre; while from January 11 to May 1 it is 10 days less. In leap Years add 1 day if the last day of February is included in the given time.

Dividing the table diagonally by short horizontal lines, the numbers below show the days to a date in the year following, and numbers above to a date within the same year.


Explakatione. - The ma top lines, pha the Tyme, in tian mitale column ba Round in 1 he of per week, the n-ten fir $41 /$ dare cill amourt to extuplo

The lated litue fin thelra figuren will amourt to ,im
day, at ithe rale of oountla seven wortion daje a week.
Table of Walast by tho DAs: The 10 Eour fyitom.

|  |  | 1t | $1{ }^{18}$ | 38 | 28 |  |  |  | 88 | 8 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| . 210 | . 215 | . 76 | . 18 | . 20 | -23 |  |  | \% ${ }^{8}$ | . 20 | ${ }^{3} 3$ |  |  |  | 50 |
| : 20 | . 38 | .45 | . 68 | . 80 | . 45 | . ${ }^{50}$ | 8 | . 6 | . 50 | 45 | . 70 | . 20 | 0 | 50 |
| . 40 | 50 | . 60 | . 70 | . 80 | . 00 | . 1.00 | 8 | 1.10 | $\bigcirc$ | 180 | 1.05 | 1.20 | 1.36 | 1.50 |
| . 80 | .03 | . 73 | . 88 | 1.00 | 1.13 | 1:20 | 8 | 1.18 | 1.50 | 1.80 | 1.40 | 1.00 | 1.20 | 2.00 |
| . 80 | .15 | 1.00 | 1.0 | 1.20 | 1.as | 1.50 | 6 | 1.65 | 1.80 | 1.28 | 2.10 | 2.00 | ${ }^{2} .28$ | 2.80 |
| . 70 | 1.08 | 1.20 | 1.29 | 1,40 | 19 | 1.75 | 7 | 1.93 | 2.10 | 2. 28 | 2.45 | 2.80 | 2.70 | 8.00 |
| . 90 | 1.13 | 1.35 | 1.60 | 1.80 | 2.00 | 2.00 | \% |  | 2.40 | 2.00 | 2.80 | 8.20 | 8.50 | 4.00 |
| 1.00 | 12 | 1.50 | 1.75 | 2.00 | ${ }_{2.25}$ | 2.80 | 10 | 2.48 | 8.70 |  |  | 3.80 | 4.05 |  |

Table of WAGES by the DAZ. The E ERour Byatem.

|  |  | 13 | 1. | 1 | $\underline{4}$ | 2 |  | - |  |  |  | , |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | . 181 | . 198 | . 4 | . 28 | 9 | 81 |  | .818 |  |  | . 4 | . 50 |  |  |
|  | 47 | . 56 | d | . 15 |  | . 63 |  |  | . 75 | 81 |  | 10 |  |  |
|  | . ${ }^{6}$ | . 15 |  |  | 1.13 |  |  | 1.88 | 1.50 | 1.63 |  | 2.00 |  |  |
|  |  |  |  | 1. |  |  |  | 1.72 | 1.88 | 2.00 | 2.19 | 2.50 | 2.81 |  |
|  | . 09 | . | ${ }^{2}$ | 1.75 |  |  |  |  | $2{ }^{23}$ | 2.4 | 2.63 | 3.00 |  |  |
|  | 25 | 1.80 | 1.76 | 2.00 | 2.25 |  | 8 |  |  |  |  |  |  |  |

At the rale of 82.25 per day, 4 hourn wages, by the ten hour cystem, will come to 90 ets. 1 and by tho etohe hour anstem, to $\$ 1.13$
Table of Board or Ront, by the Wook, ehowing it for L'eys.


$100|4.00| 3.00 / 7.00|8.00| 8.00|10.00| 11.00|12.00| 1500$


TABLAE (1F' W,LOKS HY THE MONTA
Table of Wages by the Month from 89.00 to $\$ 75.00$


The center column shows the days and the black face figures at the top show rate per month. Fxample-21 days' work at 800 per montli; find it under 30, opposite 21. Answer, 24.23 .

## MISCPLLLANEOUE TAHLEM

READY RECRONPR
LTADT DECRONER, to find the Pilew of any Number of Pounde, Yast
Plecw, or Buahels, from 2 ceutis wo $\$ 3.00$.
The ant column concaine ithe NUMBERH, ithe top colunane the futicess.


## MISCEI.IANEOUTS TABLAES

READY RECKONER.
The fret column on the left contains the NUMBFR of the Articlo, and the colums on the tope of the tables the PR1CE.

| $\mathbf{N}$ | $2 \mathrm{ct}$. | 23ct. | 24 ct. | 25 ct | 220 ct. | 27 ct | 28 ct . | $29 \mathrm{ct}$. | $30 \mathrm{ct}$. | $31 \mathrm{ct}$. | 31/4et. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2 | 44 | . 40 | 48 | 80 | 52 | 04 | . 6 | . 88 |  |  |  |
|  |  |  | . 72 | . 75 | . 78 | . 81 | 84 |  | 80 | 3 |  |
| 4 |  | . 82 | . 60 | 1.00 | 1.04 | 1.08 | 1.12 | 1.15 | 1.20 | 1.24 | 1.20 |
| 5 | 1.10 | 1.15 | 1.20 | 1.25 | 1.30 | 1.38 | 1.40 | 1.48 | 1.50 | 1.50 | \% |
| 8 | 1.32 | 1.3\% | 1.44 | 1.50 | 166 | 1.62 | 1.86 | 1.74 | 1.80 | 1.88 | \% |
| 7 | 1.84 | 1.81 | 1.68 | 1.75 | 188 | 1.69 | 1.93 | 2.03 | 2.10 | 2.17 | 3.180 |
| 5 | 1.76 | 1.84 | 1.92 | 2.00 | 2.66 | 2.16 | 2.24 | 2.38 | 2.40 | 2.48 | 11 |
|  | 1.86 | 2.07 | 2.86 | 2.25 | 2.34 | 2.43 | 2.02 | 2.81 | 2.70 | 2.75 | 1/8 |
| 10 | 2.20 | 2.30 | 2.40 | 2.00 | 2.80 | 2.70 | 2.80 | 2.90 | 8.00 | 8.10 |  |
| 11 | 2.22 | 2.53 | 2.64 | 2.75 | 2.88 | 2.97 | 8.08 | 3.18 | 3.50 | 3.41 |  |
| 12 | 2.64 | 2.76 | 2.88 | 3.00 | 3.12 | 3.24 | 8.38 | 3.18 | 3.60 | 3.72 |  |
| 13 | 2.88 | 2.89 | 3.12 | 3.26 | 3.38 | 3.51 | 8.64 8.02 | 3.77 4.08 | 3.80 4.20 | 4.03 |  |
| 14 | 8.66 | 3.22 | 3.26 | 8.00 | 3.64 | 8.78 | 8.02 | 4.08 | 4.20 40 | 4.34 |  |
| 15 | 8.30 | 3.40 | 8.80 | 8.16 | 3.00 | 4.05 | 4.20 | 4.35 | 4.50 | 4.56 |  |
| 18 | 3.02 | 8.68 | 388 | 4.09 | 4.18 | 4.37 | 4.48 | 4.04 | 4.80 | 4.8 | 5.00 |
| 17 | 3.74 | 3.81 | 4.08 | 4.25 | 4.48 | 4.69 | 4.75 | 4.83 | 8.10 | 8.28 | 5.317/ |
| 18 | 3.60 | 4.14 | 4.32 | 4.50 | 4.66 | 4.88 | 5.04 | 5.22 | ${ }^{8.70}$ | ${ }^{8.088}$ | $8.62 / 5$ |
| 20 | 4.18 | 4.35 | 4.38 | 4.76 | 4.95 | 5.15 | 8.38 | 5.61 | 5.70 | ${ }^{8} .89$ | 6.073 |
| 20 | 4.40 | 4.60 | 4.80 | 5.00 | 5.20 | 5.40 | 5.60 | 8.60 | 8.00 | 6.20 7.75 | ${ }^{6.83}{ }^{\text {8 }}$ |
| 25 | 5.60 | 8.75 | 6.00 | 6.25 | 8.50 | 5.75 | 7.00 | 7.25 8.70 | 7.25 | 7.75 | 7.811/4 |
| 0 | 5.60 | 8.00 8.20 | 7.20 | 7.00 | 7.80 | 8.10 10.80 | 8.40 11.20 | 8.70 11.00 | 9.00 12.00 | 8.30 12.40 |  |
| 0 | 11.0 | 11.00 | 12.00 | 12.00 | 13.00 | 13.00 | 14.00 | 14.60 | 15.6. | 1550 | 15.8\% \% |
| 60 | 13.2 | 3.80 | 14.40 | 15.00 | 15.60 | 18.20 | -16.60 | 17.40 | 16.00 | 1850 | 18.75 |
| 70 | 15.4 | 16.10 | 18.80 | 17.50 | 18.20 | 18.90 | 18.60 | 20.50 | 21.00 | 21.70 | 21.81/3 |
| 60 | 17:60 | 18.40 | 18.20 | 20.00 | 20.60 | 21.60 | 22.40 | 23.20 | 24.00 | 2+.80 |  |
| 0 | 19.80 | 20.70 | 21.80 | 22.00 | 23.40 | 24.30 | 25.20 | 26.10 | 27.00 | 27.80 | 28.121/6 |
| 100 | 22.00 | 23.00 | 24.00 | 20.00 | 28.00 | 27.00 | 28.00 | 29.00 | 30.00 | 81.00 | 31.25 |
| N | 2 ct | 33 ct | 831/2ct | 84 ct | 88 ct | 38 ct . | $37 \mathrm{ct}$. | 371/2ct. | $38 \mathrm{ct}$. | $89 \mathrm{ct}$. | 40 ct |
| 2 | . 61 | . 0 | \% | 68 | 70 | \% | 74 |  |  |  | 0 |
| 8 | .8. | . 90 | 1.00 | 1.02 | 1.00 | 1.88 | 1.11 | 1.12\% | 1.14 | 1.17 | 1.20 |
| 4 | 1.28 | 1.32 | 1.331/3 | 1.30 | 1.40 | 1.44 | 1.48 | 1.50 | 1.52 | 1.68 | 1.60 |
| 5 | 1.60 | 1. ${ }^{5}$ | 1.86\% | 1.70 | 1.75 | 180 | 1.85 | 1.871/8 | 1.60 | 1.86 | 8.00 |
| 5 | 1.92 | 1.98 | 2.00 | 2.64 | 2.10 | 2.18 | 2.28 | 2.25 | 2.28 | 2.34 | 2.40 |
| 3 | $2 \cdot 6$ | 2.31 | 2.334 | 2.38 | 2.43 | 2.80 | 2.59 | $2.631 / 4$ | 2.80 | 2.73 | 2.80 |
| 5 | 2.66 | 2.64 | 2.60 | 2.72 | 2.80 | 2.88 | 2.93 | 3.00 | 3.04 | 3.12 | 8.20 |
| 8 | 2.88 | 2.97 | 3.00 | 8.06 | 3.15 | 3.24 | 3.33 | $3.371 / 2$ | 3.42 | 3.80 | 8.60 |
| 11 | 3.20 | 3.80 | 8.331 | 8.401 | 3.50 | 8.60 | 8.70 | 8.75 | 8.80 | 8.00 | 4.00 |
| 11 | 3.58 | 3.63 3.96 | 3.68\% | 3.74 4 | 3.85 4.20 | 3.96 4 4 | 4.07 | $4.121 / 2$ | 4.18 | 4.29 | 4.40 4.80 |
| 18 | 4.18 | 4.20 | 4.334 | 4.42 | 4.55 | 4.68 | 4.81 | 4.8714 | 1.04 | 8.07 | 8.20 |
| 14 | 4.48 | 4.82 | 4.66\% | 4.78 | 4.00 | 5.04 | 6.18 | 6.25 | 5.38 | 5.48 | 8. 00 |
| 15 | 4.80 | 4.9 | 5. 00 | 6.10 | 5.25 | 8.40 | 6.65 | 6.69\% | 5.70 | 8.86 | 6.60 |
| 18 | 5.12 | 5.23 | 5.331/6 | 5.44 | 5.00 | 5.76 | 5.02 | 8.00 | 8.08 | 6.24 | 5.40 |
| 17 | 5.44 | 8.61 | 6.66 | 6.78 | 5.98 | 8.12 | 8.29 | 8.371/2 | 8.40 | 6.63 | 5.60 |
| 18 | 5.78 | 5.94 | 8.00 | 6.12 | 6.30 | 8.48 | 6.60 | 8.75 | 5.84 | 7.02 | 7.20 |
| 18 | 8.08 | 6.71 | 8,334, | 8.40 | 6.65 | 6.84 | 7.03 | 7.121/2 | 722 | 7.41 | 7.00 |
| 20 | 8.40 | 8.00 | 6.66 | 6.80 | 7.00 | 7.20 | 7.40 | 7.50 | 7.80 | 780 | 8.00 |
| 25 | 8.00 | 8.25 | 8.331/5 | 8.80 | 8.75 | 9.00 | 8.25 | $0.371 / 2$ | 0.00 | 8.75 | 10.00 |
| 30 | 9.80 | 8.90 | 10.00 | 10.20 | 10.00 | 10.80 | 11.10 | 11.25 | 11.40 | 11.70 | 12.00 |
| 40 | 13.80 | 12.20 | 13.331 | 13.60 | 14.00 | 14.40 | 14.80 | 15.15 | 15.20 | 15.60 | 16.00 |
| 60 | 16.00 | 18.001 | 10.600/5 | 17.00 | 17.00 | 18.00 | 18.60 | 18.78 | 19.00 | 18.00 | 20.00 |
| 60 | 10.20 1 | 10.80 | 21.00 | 20.40 | 21.00 | 21.60 | 22.20 | 22.00 | 22.80 | 23.40 | 24.00 |
| 70 | 22.40 , | 23.10 | 23.33\% | 23.3 | 24.00 | 25.20 | 25.00 | 20.26 | 26.60 | 27.30 | 28.00 |
| 80 90 | 25, 28. | 2040 | $26.60 \%$ 30.00 | . 601 | 28.00 31.00 | 28.80 32.40 | 29.00 33.14 | 30.00 33.75 | 30.40 31.20 | 31.20 34.10 | 32.00 38.00 |
| 100 | 32.00? | 33.00 | 33.331/4 | 3.00 | 35.00 | 38.60 | 37.00 | 37.50 | 38.00 | 39.00 | 46.00 |

## MISCELLANEOUS TABLES

## READY RECKONFR

two frut coitumn on the left contalnt the NUMBER of the Articto, and the column on the tops of the Tubles the PHIN:E

| $N$ | $41 \mathrm{ct}$. | 42 ct | 83 ct | 4 ck | 45 ct | 40 nc | 47 ct . | 48 ct | 49 ct | 80 ct . | 81 ch |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2 | . R 2 | . 8 | 80 | . 88 | . 80 | . 22 | . 94 | . 88 | 98 | 1.03 |  |
| \% | 1.23 | 1.28 | 1.29 | 1.32 | 1.36 | 1.38 | 1.41 | 1.44 | 1.47 | 1.30) | 1.02 |
| 4 | 1.84 | 1.88 | 1.72 | 1.76 | 1.80 | 1.84 | 1.88 | 1.92 | 1.98 | 200 | 2.04 |
| 6 | 2.05 | 2.10 | 2.15 | 2.20 | 2.25 | 2.30 | 2.35 | 2.10 | 2.45 | 2.50 | 2.68 |
| 8 | 2.48 | 2.62 | 2.68 | 2.64 | 270 | 2.76 | 2.60 | 2.88 | 2.94 | 300 | 3.06 |
|  | 2.87 | 2.94 | 3.01 | 3.80 | 3.15 | 3.42 | 3.29 | 3.36 | 6.43 | 3.80 | 3.57 |
|  | 3.28 | 3.36 | 3.44 | 3.52 | 3.60 | 3.68 | 3.76 | 3.84 | 3.92 | 4 m | 4.08 |
| 18 | 3.69 | 3.78 | 3.87 | 3.26 | 4.00 | 4.14 | 4.23 | 4.32 | 4.41 | 4.51) | 4.69 |
| 15 | 4.10 | 4.20 | 4.30 | 4.40 | 4.50 | 4.50 | 4.70 | 4.80 | 4.90 | 6.15 | $\mathbf{\$ . 1 0}$ |
| 11 | 4.81 | 4.62 | 4.73 | 4.84 | 4.95 | 8.88 | 5.17 | 6.28 | 8.39 | 8. 60 | 5.61 |
| 12 | 4.98 | 8.04 | 8.16 | 8.28 | 8.40 | 5.72 | 5.64 | 6.76 | 8.188 | 8.00 | 6.12 |
| 13 | 5.33 | 8.40 | 5.50 | 6.72 | 8.85 | 8.98 | 6.11 | 6.24 | 6.37 | 6.50 | 663 |
| 14 | 5.74 | ${ }^{8.88}$ | 6.02 | 8.16 | 6.30 | 6.44 | 6.68 | 6.72 | 6.88 | 7.00 | 7.14 |
| 16 | 6.15 | 6.30 | 6.45 | 6.60 | 675 | 6.90 | 7.00 | 7.20 | 7.35 | 7.50 | 7.65 |
| 16 | ${ }_{6}^{6.56}$ | 6.72 | 6.88 | 7.04 | 7.20 | 7.38 | 7.58 | 7.68 | 7.84 | 8.00 | 8.10 |
| 17 | 6.97 7 | 7.14 | 7.31 | 7.48 | 7.65 | 7.82 | 7.99 | 6.16 | 8.35 | 6.00 | 8.67 |
|  | 7.38 | 7.56 | 7.14 | 7.82 | 8.10 | 8.28 | 8.40 | 8.64 | 8.82 | 9.00 | 9.16 |
| 20 | 8.20 | 8.40 | 8.18 8.60 | 8.80 | 8.00 | 8.20 | 8.83 | 9.12 | 9.31 | 9.80 | 9.15 |
| 26 | 10.20 | 10.50 | 10,76 | 11.00 | 11.25 | 11.50 | 11.75 | 12.00 | 12.25 | 12.00 12.50 | 10. 20 |
| 80 | 12.30 | 12.00 | 12.60 | 13.20 | 13.50 | 13.60 | 14.10 | 14.40 | 14.70 | 15.00. | 15.30 |
| 40 | 16.40 | 16.80 | 17.20 | 17.68 | 18.00 | 18.40 | 18.80 | 19.20 | 19.60 | 20.00 | 2040 |
| 00 | 20.00 | 21.00 | 21.00 | 22.00 | 22.00 | 23.00 | 23.00 | 24.00 | 24.50 | 25.00 | 25.00 |
| 00 | 24.80 | 25.20 | 25.80 | 28.40 | 27.00 | 27.80 | 28.20 | 28.80 | 29.40 | 30.00 | 30.60 |
| 70 | 28:70 | 29.40 | 30.10 | 30.80 | 31.00 | 32.20 | 32.90 | 33.00 | 34.30 | 35.00 | 38.70 |
| 80 | 32.80 | 33.60 | 34.40 | 35.20 | 38.00 | 36.80 | 37.60 | 38.40 | 39.20 | 40.00 | 40.80 |
| 100 | 38.98 41.00 | 37.80 | 38.70 | 59.60 | 40.00 | 11.40 | 42.30 | 33.20 | 44.10 | 45.00 | 45.92 |
| 100 | 41.00 | 4200 | 33.00 | 44.90 | 45.00 | 46.00 | 47.00 | 48.00 | 49.00 | B0. 00 | 31.00 |
|  | 58 ct . | 63 ct . | 84 ct. | 85 ct . | \$6 ct. | 67 ct | 58 ct | $59 \mathrm{ct}$. | 60 ct . | 61 ct . | 62 ct |
| 2 | 1.04 | 1.001 | 1.08 | 1.10 | 1.12] | 1.14 | 1.16 | 1.18 | 1.20 | 1.22 | 1.24 |
| 5 | 1.68 | 1.69 | 1.68 | 1.65 | 1.68 | 1.71 | 1.74 | 1.77 | 1.60 | 1.83 | 1.86 |
| 4 | 2.98 | 2.12 | 2.15 | 2.20 | 2.24 | 2.28 | 2.32 | 2.38 | 2.40 | 2.44 | 2.48 |
| 8 | 200 | 2.68 | 2.70 | 275 | 2.80 | 2.85 | 2.60 | 2.85 | 3.00 | 3.05 | 3.10 |
| 6 | 3.12 | 3.16 | 3.24 | 3.30 | 3.36 | 3.42 | 3.48 | 3.54 | 3.80 | 3.66 | 3.72 |
|  | 3.84 | 3.71 | 3.76 | 3.85 | 3.82 | 3.93 | 4.05 | 4.13 | 4.20 | 4.27 | 4.34 |
| 8 | 4.16 | 4.24 | 4.32 | 4.40 | 4.48 | 4.68 | 4.64 | 4.72 | 4.60 | 4.88 | 4.96 |
| 10 | 4.68 | 4.77 | 4.86 | 4.85 | 6.04 | 6.13 | 5.22 | 5.31 | 5.40 | 8.49 | 5.58 |
| 10 | 8.20 | 8.30 | 8.40 | 8.00 | 6.60 | 6.70 | 5.80 | 5.80 | 6.00 | 6.10 | 8.20 |
| 11 | 8.72 | 8.83 | 8.94 |  | 6.16 | 6.27 | 6.39 | 6.49 | 6.60 | 6.71 | 6.82 |
| 12 | 6.24 | 6.98 | 6.48 | 6.60 | 6.72 | 6.84 | 0.96 | 7.108 | 7.20 | 7.38 | 7.4 |
| 13 | 6.76 | 6.99 | 7.02 | 7.15 | 7.28 | 7.41 | 7.84 | 7.67 | 7.80 | 7.93 | 8.06 |
| 14 | 7.28 | 7.42 | 7.68 | 7.70 | 7.81 | 7.98 | 6.12 | 6.20 | 8.40 | 8.54 | R.68 |
| 16 | 8.80 | 7.90 | 88.10 | 8.25 | 8.40 | 6.55 | 8.70 | 6.86 | 8.00 | 9.15 | 9.30 |
| 17 | 6.84 | 8.01 | 9.18 | 9.31 | 8.8 | 9.12 9.69 | 8.28 | 9.4 | 80 | 9.76 | 9.92 |
| 18 | 8.36 | 9.64 | 9.72 | 9.80 | 10.08 | 10.28 | 10.44 | 10.62 | 10.20 10 | 10.37 10.98 | 11.16 |
| 19 | 9.68 | 10.07 | 10.28 | 10.45 | 10.64 | 10.93 | 11.02 | 11.21 | 11.40 | 11.59 | 11.76 |
| 20 | 10.40 | 10.80 | 10.80 | 11.00 | 11.20 | 11.40 | 11.60 | 11.60 | 12.00 | 12.20 | 12.40 |
| 25 | 13.00 | 13.20 | 13.00 | 13.75 | 14.00 | 14.25 | 14.00 | 14.75 | 15.00 | 15.25 | 15.00 |
| 30 | 15.50 | 15.90 | 16.20 | 16.50 | 16.E0 | 17.10 | 17.40 | 17.70 | 18.00 | [8.30 | 18.60 |
| 40 | 20.80 | 21.10 | 21.60 | 22.00 | 22.40 | 22.80 | 23.20 | 23.60 | 24.00 | 24.42 | 24.80 |
| 00 | 26.00 | 28.80 | 27.00 | 2780 | 2800 | 28.00 | 29.00 | 29.50 | 30.00 | 30. 50 | 31.00 |
| 60 | 31.20 | 31.80 | 32.40 | 33.00 | 33.80 | 34.20 | 34.80 | 35.40 | 36.00 | 36.60 | 37.20 |
| 79 | 36.40 | 37.10 | 37.80 | 38.50 | 39.20 | 39.10 | 40.60 | 41.30 | $42 \mathrm{M})$ | 42.60 | 43.40 |
| 8 | 41.ent | 1840 | 43.20 | 44.00 | 4480 | \$5.60 | 46.40 | 4720 | 48.00 | \$ $\times 1.40$ | 49.60 |
| 80 | 40.mo | 47.70 | 48.60 | 49.00 | 00.40 | 51.30 | 52.20 | 63.10 | 54.00 | 54.90 | 55.80 |
| 00 | 200 | 03.00 | 64.00 | 65.00 | 66.00 | 8700 | 68.00 | 59.00 | \$0.00 | 61.00 | 62.00 |

## READT RECKONER.

It the Number required is not found in the Tablea, add two Numbers together ifor Inctance, if 35 bualiels are required edd the proce oppoilt 30 and 5 together; and to for 365 busbels-treble the vilue of Tof, and add 60 and 5 together.

|  | 62\% |  |  | 65 ct . |  |  | $67{ }_{4}$ | 68 ct . | $80 \mathrm{ct}$. | 70 ct | 11 ct |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 1.2 |  |  |  | 1.32 |  | 1.34 |  |  |  |  |
|  |  | 1.49 | 1.92 | 1.06 | 1.96 | 2.0 | 2.01 | 2.04 | 2.08 | 2.10 |  |
| 4 | 2.50 | 2.52 | 2.56 | 2.60 | 2.64 | 2.66\% | 2.68 | 2.72 | 2.75 |  |  |
|  | 3.12 |  |  | 3 | 3.30 |  | 8.35 | 3.40 | 2 | 3.50 | 5 |
|  | 8.75 | 3. | 3.84 |  | 3.96 |  | 4.02 | 4.08 | 4.14 | . 20 | 28 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 8.62 | 5.6 | 8.78 |  | 8.94 |  | 6.03 | 0.12 | 6.21 |  |  |
| 10 | 6.25 |  | . | 6.50 | 6.60 |  | 6.70 | 6.00 | 0.80 |  |  |
|  | 6.8 |  | 7.04 | 7.16 | 7.26 |  | 7.37 | 7.48 | 7.6 | 70 | 7.61 |
| 12 | 7.50 | 7.56 | 7.68 | 780 | 7.92 |  | 8.04 | 6.16 | 6.28 | 8.40 |  |
| 13 | 8.1 |  |  |  |  |  | 8.71 | 8.3 | 6.9 | 0.10 |  |
|  |  |  |  |  |  |  |  | ${ }^{9.62}$ |  |  |  |
|  | 12.00 | 10.06 | 10.2 | 10.40 | 10.5 |  | 10.72 | 10.88 | 11.04 | 11.20 | 1.0 |
|  | 10.62 | 10. |  | 11.00 | 11.2 |  | 11.39 | 11.00 | 11.73 | 11.00 | 12.07 |
| 18 | 11.25 | 11.34 |  | 11.70 |  |  | 12.08 | 12.24 | 12.42 |  | 12.76 |
|  | 11.87 | 11.80 |  | 12.3 | 12.4 |  | 12.73 | 12.82 | 12.11 | 18 | 18.49 |
|  | 12.5 | 12.60 |  | 18.00 | 13.20 |  | 13.40 | 13.00 | 18.80 | 14. | 14.20 |
| 2 | 15.624, | 15.76 |  |  | . $0^{\circ}$ |  | 10.75 | 17.00 | 17.25 | 17.0 | 17.76 |
|  | 18.78 | 16.0 | 10.20 | 19.50 | 19.6 | 20.00 | 20.10 | 20,40 | 20.70 | 21.0 |  |
|  |  | 25. |  | 20.0 | 28.40 |  | 23.80 | 27.20 |  |  |  |
|  | 31.20 |  |  | 32.00 | 33.0 |  | 33.50 | 34.00 | 34.00 |  |  |
|  | 37.50 |  | , 4 | 39.00 | 39.6 | 0.0 | 40.20 |  | 41.40 | 42. |  |
| 70 | 13.75 |  |  | 45.50 | 46.2 |  | 48.80 | 47.60 | 48.80 |  | 40.70 |
|  |  |  | 2 | 52.00 |  |  | 63.00 | 5. | 60.20 | 80.00 |  |
| 100 | 32 |  |  |  |  |  |  |  |  |  |  |
|  |  | 73 oti | $74 \mathrm{ct}$. | 75 | 76 ct. | 77 ot. | 78 ct. | 7904 | 00 | 1 ct | 32 c |
|  |  |  |  |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |  |  |  |
|  | 2.6 | 2. | 2.80 | 3.00 | 3.04 | 8.06 | 3.12 | 8.15 |  | 224 |  |
|  | 3. |  |  |  |  | 3.85 | 8. |  |  | 4.00 |  |
|  | 8.0 | 6.11 | b. | $\delta .2$ | 6.3 | 8.38 |  | 5.69 |  | 4.6 |  |
|  | 8. 7 | 5.4 |  | a. |  | 6.10 | 6.2 | 6,02 |  |  |  |
|  | 8.4 | 6.57 |  |  |  | 6.93 | 7.02 | 7.11 |  | 29 |  |
|  | 7.2 | , | 7.4 |  | . | . | 7.80 | , | 8.00 | 8.10 |  |
|  | 7.9 | 6.08 | 6.1 | 6. | 6.3 | 8,47 | 6.58 | 8.68 |  | 8.91 |  |
|  |  |  |  |  | 9.1 | 10.01 |  | 10. |  | 9.72 10.63 |  |
|  | 10.08 | 10.22 | 10.3 | 10.50 | 10.6 | 10.78 | 10.92 | 11.08 | 11.20 | 11.34 | 1.4 |
|  |  | 10. | 11.1 | 11.2 | 11,4 | 11.00 | 11 | 11 |  | 12.15 | 12.80 |
|  | 12.2 | 11. | 11. | 12. | 12.18 | ${ }_{13}^{12.32}$ | 12 | 12 | 12.80 | 12.9 | 13.12 |
|  | 12.0 | 13.14 | 13.32 | 13.00 | 13.8 | ${ }_{13.86}$ | 14.0 | 14.22 | 14.40 | 14.68 | 12 |
|  | 13. | 13,87 | 14. | 14.28 | 14.4 | 14.63 | 14 | 16. | 15.20 | 15.3 | 1.88 |
|  | 14.4 | 14.60 |  |  |  |  |  |  |  | 18.20 |  |
|  | 18 | 1625 | 18.50 | 18.7 | 18.0 | 19.23 | 19. | 19.76 | 20. | 20.25 |  |
|  | 21 | 21.00 | 22,20 | 22.0 | 22.3 | 23.10 | 23. | 23.70 | 24. | 24 | 2 2.60 |
|  |  | 29.20 | 29 |  |  |  | 31 | 31.c | 32 | 32,40 |  |
|  | 36 |  |  | 37 | \%.8 | ${ }_{88,20}$ | 38 | 39 | 40.00 | 40.00 | 1. |
|  |  |  |  | ¢2 | 63.2 | 48.20 |  |  |  | 48.60 |  |
|  |  | - | 50.2 | 00 | 60.80 | 81. | 62.40 | 63. | 64.00 | 6480. |  |
|  | G | 65.70 | ${ }^{6}$ | 67 |  | 69. | 70.20 | 11.1 | 72 | 72 | 8 |
|  | 72 |  |  |  |  | 77.00 |  |  |  |  |  |

## MISCELLANFOUS TABLES

## RRADT RECKONER

If the Number required is not found in the Tables, and two Numbers to. gether; for ingtance, if 35 buehels are required, add the prices opposite add 80 and 5 ine and no for 365 buehelo-weble the value of IW, and

## 



| 83.60 | 8180 | 88.0 | 00 | $\begin{aligned} & 078.76 \\ & 0087.50 \end{aligned}$ |  | 80.10 89.00 | 81.60 90.00 | 81.90 81.00 | 82.80 92.90 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 93 ch | 84 ct | 85 ct | 8 | 37 ct | -3 ct | 98 ct | 81 | 82. | 38 |
| 1.88 | 1.88 | 1.80 | 1.9 | 1.81 | 1.9 | 1.98 |  |  |  |
| 2.78 | 2.83 | 2.80 | 288 | 2.81 | 1.8 | $\underline{1.96}$ | 2. | 4 | 3. |
| 3.72 | 3.76 | 3.80 | 3.84 | 3.88 | 3.92 | 3.80 | 3. | 8. | 9. |
| 4.66 | 4.70 | 4.75 | 180 | 188 | 4.90 | 2.80 180 | 6. | 8. | 18 |
| 6.88 | 5.84 | 5.70 | 5.76 | 6.83 | 8.84 | 5.84 | 8. | 10. | 18. |
| 6.51 | 5.68 | 5.80 | 6.72 | 6.79 | 6.80 | 6.93 | 8. | 12 | 18. |
| 7.44 | 7.68 | 7.60 | 7.68 | 7.76 | 7.84 | 7.82 | 8. | 14. | 21. |
| 8.37 830 | 8.46 | 8.55 | 8.64 | 8.73 | 8.88 | 8.15 | 8. | 16. | 24. |
| 8.30 10.29 | 8.40 | 9.50 | 8.60 | 870 | 8.80 | 9.8 | 10. | 18. | 20. |
| 10.20 11.16 | 10.84 | 10.46 | 10.86 | 10.87 | 10.78 | 10.69 | 11. | 22. | 33. |
| 11.16 12.08 | 11.28 | 11.40 | 11.62 | 11.64 | 11.75 | 11.88 | 12. | 24. | 33. |
| 13.12 | 12.22 13.16 | 12. | 12. | 12.61 | 12.74 | 12.87 | 13. | 26. | 39. |
| 13.80 | 14.10 | 14.25 | 14.46 14.40 | 13.06 14.60 | 13.72 14.70 | 13.86 | 14. | 28. | 42. |
| 1488 | 13.04 | 15.20 | 14.43 | 14.00 15.52 | 15 | 14.85 1584 | 15. | 30. | 4, |
| 15.61 | 15.98 | 16.16 | 16.38 | 16.49 | 15.68 16.60 | 15.8 | 16. | 32. | 48 |
| 16.74 | 16.92 | 17.10 | 17.28 | 17.46 | 17.64 | 17.82 | 8. | 34. | 5 |
| 1767 | 17.88 | 18.03 | 18.24 | 18.43 | 18.62 | 18.81 | 18. | $3 \times 1$ | 67. |
| 18.60 | 18.90 | 19.010 | 19.20 | 19.40 | 19.00 | 18.81 19.80 | 19. | 38. | 67. |
| 23.25 | 23.80 | 23.75 | 24.10 | 24.25 | 24.69 | 24.76 | 25. | 00. | 75. |
| 27.60 | 29.20 | 28.60 | 28.80 | 29.10 | 29.40 | 29.76 | 30. | 90. | 90. |
| 37.20 | 37.60 | 38.00 | 38.40 | 38.80 | 39.20 | 39.00 | 40. | 80 | 120. |
| 48.50 | 47.60 | 47.51 | 48,00 | 48,60 | 49.60 | 49.60 | 80. | 10. | 150. |
| 60.80 65.10 | 80.40 | 87.60 | 87.90 | 58.20 | 58.60 | \$9.40 | 60. | 120. | 180. |
| 65.10 74.40 | 80.60 | 68.50 | 67.20 | 67.90 | 68.60 | 69,30 | 70. | 142. | 210. |
| 74.40 | 75.20 | 76.60 | 76.80 | 77.60 | 78.40 | 79.20 | (8). | 160. | 240. |
| 83.70 | 84.80 | 83.60 | 88.40 | 87.30 | 88.20 | 89.10 | 90. | $1 \mathrm{~W})$. | 370 |
| 83,60 | 94.00 | 86.00 | 86.00 | 97.00 | 8 Ec 00 | 99.00 | 100. | 200. | 300. |

## MISCELLANEOUS TABLES

## Table showing the Falue of Coal and 8 traw




Woight of Ooal in Bin or Rox
A solid oubio foot of anthracite coal weighs about 03 pounds. When broken for use it weighe about 54 pounds. Bituminous coal when broken up for use weighs about 50 pounds.
Rule.-Multiply the lengtb au feet by the height in feet, and agaln by the breadth in feet, and this result by ist for anthracite coal, or by 50 for bituminous ooal, and the result will equal tbe number of pounds.

To find the number of tons, divide by 2,000 .

## To Find How Many Tons of Coal a Bin Will Hold

Rule. - Multiply the length, breadth and height (all in feet) togetber, ancu tbis product by 56 for anthracite, or by 50 for bituminous coal. Divide by 2,000 and the result will be the number of tons.
Example.-Huw many tons of bituminous coal wili a hin hold whioh is 12 feet long, 10 feet wlde and 6 feet high?
$12 \times 10 \times 6=720$ (cublo feet) $\times 50=30,000$ pounds.
$86,000+2,000=18$ tons.

## To Find the Amount of Charcoal a Bin Will Hold

A bushel of obarcoal oontains 2,571 cubic inches, and a bushel of bituminous coal 2,688 cubio inches.

Rule.-Multiply the length, breadth and height (all in inches) together, and divide by the number of oubio incbes in a bushel.

Example.-How many bushels of charcoal will a bin hold whioh is 150 inches long, 48 inches wide and 50 inches deep? $150 \times 48 \times 50=360,000$ cuioic inches in bin. $360,000+2,57 \mathrm{I}=140$ busbels.
Anthracite coal, when broken for the inarket, weighs about 56 pounds to the oubio foot. Bituminous coal weighs about 50
pounds

## MISCELLANEOUS TABLES

## BUYTita AnD simming by ter tok

To find the cost of any number of pounds at so muoh per ton.
Rule.-Remove the decimal point three places to the left, and multiply by one-half the price per ton.
Example. What wiii 1790 pounds of hay cost at $\$ 10$ per ton? 1700 pounds with the point removed equals 1.700 , and $1.799 \times 5$, one-half the price per ton, ls 88895 , the answer.

## GROCHR'S RHTAIL RULD

As many artloles, suoh as tea, sugar, coffee, etc., are sold at a given number of pounds per dollar, the following method will show the number of pounds that can be purchased for any number of cents.
Rule.-Multiply the number of pounds to be sold for one dollar by the number uf cents' worth desired.
Example.-When sugar is . it at 10 pounds for a dollar, how many pounds can be purchast ' for 60 oents?
Solution. $-10 \times 60=11.40$ or 118 pounds.
Grocer's Table

| 硡 |  |
| :---: | :---: |
| 12 dozen |  |
| 12 gross make | gross. |
| 20 things nuake |  |
| 188 pounds of flour ma |  |
| 200 pounds of beef or pork m |  |
| 135 pounds of potatoes or appl |  |
| 280 pounds of salt make |  |
| 400 pounds of molasses m |  |
| 200 pounds of sugar make | barrel. |
| 240 pounds of lime make |  |
| 100 pounds of fisb make. |  |
| 100 pounds of nails make | keg. |
| 50 pounds of soap make |  |
| 20 pounds of raisins mak | bor |
| 2 pounds of olgars mak |  |
| 20 pounds of soda make | box. |
| 49 pounds of oheese make | box. |
| 25 pounds of tobacco ma | box. |
| 82 pounds of tea make. |  |
| 60 pounds of saleratus ma |  |
| 25 pounds of chocolate m |  |
| 56 pounds of butter make |  |
| 5 pounds of spices make |  |
| , pound of rice m |  |
| 159. 48 cuhio inches |  |
| 19.43 cuin | gallon. |
|  |  |
| $2771 / 4$ cuhic incbes max |  |

## MISCELLANEOUS TABLES

## Bapid Mothods for Marting Goods

Those who buy largely can best appreciate the value of a qulck and rapld method for calculating the per cent of protits desired.

If you wish to calculate the per cent on a single article, the following table will be an excullent metbod. If you desire to sell an artlcle at any of tbe following per cents, say the nrticle coets 00 cents, and you wish to make

10 per cent, dlvide by 10 , multply by $11=55$.
20 per cent, divide by 10 , inultiply by $12=60$.
25 per cent, multlply by 10 , dlvide by $8=621$.
30 per cent, divide by 10, multlply by $13=65 \%$.
83 per cent, add $\frac{1}{3}$ of ltself $=68$.
$83 \frac{1}{3}$ per cent, divide by 8 , multiply by $4=663$.
80 per cent, add $\}$ of ltself $=75$.

## How to Mark Goods

In many mercantile houses it ls customary to use a private mark, which is placed on the goods to denote thelr cost and selling price. Varlous devices are used. A wurd or phrase contalning ten different letters is the most commen used. These letters are used instead of tigures, thus:

> Cash Profit 1234 1867800

If the cost and selling price of an article were respectively $\$ 165$ and $\$ 210$, the mark would be:

```
c r p
```

80 t

An extra letter called a "Repeater" is used to prevent the repetition of any figure. Instead of writing 255 , which according to the above key would be a $p$ p, the repeater $z$ or any otber letter not in the key-word may be used, which would make 255 read a $\mathrm{p} z$.

The following are a few of the words that can be used:
Republican. Regulation. Quick Sales. Importanoe.
Cbarleston. Cumberland. Vanderbilt. Misfortune.
Instead of letters, cbaracters similar to the following are frequently used:


## WEIGIITS AND MEASURES

## WEIGHTS AND MEASURES

## Whater Troy

24 gralns (gr.) 1 pennyw'ht,-dwt. 20 itwts. . . . 1 ounce, -oz
3.2 graina, 1 carat, diamond welght.

By this weight gold, sllver, anil Jewels only are weighed. The ounce and pound in this are the ame oy in apotbecarles' weight.

## Apothecaries'

20 pralns.
1 mcruple.
3 scruples. . . . . ............. 1 iruchmi.
8 drs. . . . . . . . ........... 1 ounce.

## Avoirdupois

16 drams (drs.) 1 ounce,-oz
$16 \mathrm{ozs} \cdot . . . .$.
25 lbs.......... 1 quartcr. qr.* 20 ewta . . ...... 1 ton.

* Formerly 28 lbs. were allowed to the quarter, but the practice is now nearly out of use excepting in the coal mines In Pennsylvania, the E:ern fish markets, and the U. S. Custom House.

Grains are the same In each of the above weights.
$\mathbf{5 , 7 6 0}$ gralns, apothecaries' or troy weight.

$$
\ldots 1 \mathrm{lb} .
$$

7,000 grains avoirdupols weight 1 lb .
Therefore, 144 lbs avoir. equal
175 tbs. anoth. or troy.
*Of Liquids
1 gallon oll welghe 11.16 lbs. avolr.
1 gallon distilled water, 10 bbs.
1 gallon sea water 12.361 bs .
1 gallon proof splrits. 10.88 lbs.
MISCEIT. NDOUS
InON, LEAO ETC.
14 lbs.................... 1 stone.
211 sione.
8 pigs................... 1 ig. 1 lother.
beef, pork, etc.

200 lhs .1 . 196 lbs, (fiour)............. 1 barrel. 1 burrel.
100 lbs. (flsh). . . . . . . . . . . . 1 quintat

## MRAOURTS <br> Dry

2 pints. quart, -qt.
8 quarts ............ 1 jeeck,-pk.
4 pecks ... ......... 1 buskel,-hu
36 bushels, . . . . . . . . . . 1 chaldron.
1 Enlted States standard (Wlnchester) bushel-18t Inchea In diameter, and 8 inchea fleep-contains 2150.42 cuhlo inches.

## Liquid or Wine

4 gills. ......... 1 pint,-pt.
2 pints. . . . . . . . 1 quart,-qt
3 quarts....... 1 gallon,-tgal.
31 kallons. . . . . 1 barrel.-6bl.
2 barrels . . . . . . . 1 bogshead,-hhd.
U. 8. standard
gallon.
231 cuble Inches.
Beer gailon. . .: 231 cuble Inchea.
$\$ 1$ tip. Rallat....... $2781 /$ cubic lnehes.
81 beer kullona .... 1 bly.

## Time

|  |  |
| :---: | :---: |
| 24 hou |  |
|  |  |
|  |  |
| 28, 29,30 or 1 calendar month. |  |
| 30 days puting interest). |  |
|  |  |
|  |  |
| 365 casenriar months 5 hours 48 ininut 1 year. |  |
| 49 seconds. . . . . 11 solar y ear. |  |

## Oircular



* imperis) atilon


## WEIGITS AND MEASURES

## MAABURFA

## Lons:

DIATANC:


## MBCRLEANEOLH



## Equare



## 8urvejors'

| 5. |
| :---: |
| 25 links |
| 10 square chalns: |
| 160 square rods ... 1 acre. |
|  |

## Oubic

1728 cubic Inches. . 1 cuble foot.
27 cubic feet. .. . 1 cuble yard.
128 cubic feet. . . . 1 cord (wood) 40 cubic feet. . . . 1 ton (shipping) 2150.42 cublc ln. .. 11 standard bil 281 cuble In......... 1 slanifard kai. 27il/ euble fic..... 1 impierial Rai. cubic fi., four-fifths of a bushel. To find the number of bushels In a bin of any dimensions find the number of cubic feet by multiplylng the three dimensions of the bin In feet; deduct one-fifth. and the sesult is the numbet of bushels.

## BAPTR

## Thr Sizes in Inrhes Blat Writing-Paper

FIat l.etter
$.10 \times 10$
Flat Cap.
$.14 \times 17$
Double Fui Léticr...................10x $\times 17$
Flat foriscap. ....................13x 80
Crown. . .................................... $x 10$
Folio 13ost. . . . . . . . . . . . . . . . . . . . . . $17 \times 22 \times 10$
1reny :................................... If $x 22$
Merlium $1 \times \times 23$
Check Froilo... . . . . . . . . . . . . . . . . . $17 \times \times 24 \times 2$.
Bank Folio. ............................is x 24
Doublo Cap . . . . . . . . . . . . . . . . . . . 1 各x $x 8$
iroyal ................................. $89 \times 24$
Snper 1Royal. . . . . . . . . . . . . . . . . $20 \times 20 \times 20$
mperlal: $20 \times 28$
$23 \times 31$

Of the different sizes there are also several different welghts of each sias, as Demy 20, 22, 24, 26, and 28 lbs, per ream.

Statloners usually rule, cut and fold the sizes requirel to make the varintus styles of lettrr antl note pa= pers-a fiat stacet makinc one, two or four slieets of letter or note paper.

## Ledger Papers



The usual sizes of these. from the different Anmerican and English manufacturers, differ bitt litt!e from tho above, cxcept to fill sipecial orders

Paper Counts


## Units of Anything

[^4]
## WEIGIITA AND MEASURES

## THE MEMETO NY: MS

## Mensures of Length

Vefric Denominations and Bolues.
syriameter $=10,000$ muters
(ilutheter $=1000$ metur
lextonketer $=100$ tneter
hekameter = 10 meters
Meter
.1 of a meter
centimetir
sulfimeter
.01 ul a meter
001 of a meter

Equiments in Denominations in Cese. $=$ fi. 2137 milex.
$=0.4 \mathrm{fz} .137 \mathrm{in}$. or 3.2 se feet 10 ln .
= 3 2en fryt and 1 incla.
-303.7 incluen

* 39.37 inchura
$\pm .0 .17$ Inc hew
$=0.3037$ Inch
$=0.0304$ linch


## Mensures of surface

Metric Denominations and F'alucs. Equivalenfs in Denominations in Cise.
IIcetare $=\mathbf{1 0 , 0 0 0}$ nquare meters $=2.471$ acron.
Are $\quad=100$ mgnare turerps $=1.0 .6$ mpare yards.
Centare $=$
\#yuare nuttr an 1,550 scquare inches.

## Mensures of Ospacity

Heiric Denominations and Values.
Equiralents in Denominations in Use.

Namma. No,lifurs. Cuhic Measure.
Dry Measure.
$=1.308$ cuble yards
Kinlitur $\equiv 1,000=1$ ruhle uneter $\equiv 1.308$ euble yaris
firteolitur $=100=.01$ culice mitte $=2$ bish. 3.35 pks.
leraliter $=10=10 \mathrm{c}$. Ilecinueters $=0.0 \mathrm{x}$ puarts.
diters
imerilter
Centiliter
Anniliter
$1=1 \mathrm{c}$. dorimetrer $=0.008$ quarts.
$1=1 \mathrm{c}$. drcimeter $=0.1022 \mathrm{cmbic}$ incl.

Multiliter

Wine Mrusure.
$=264.17 \mathrm{galls}$.
$=36.417$ kalls.
$=26417$ gall $=1.0567$ quart $=0.27$ fluld dr.

Woights
Sfefric Denominations and Values. Equiralenis in Denominations in Use.
Weight of what quan- Avoirdupois tity of water at maxWeight.
Names.
Millier or tonneau
Quintal
Myriagram
Kllocram or kilo
llertopram
Dekagram
Gram
Declisam
Centictam
Milligram

No. Crams. imum density.

|  | = | culsle meter | 6 1xumis |
| :---: | :---: | :---: | :---: |
| = | $100.000=1$ | 1 hectoliter | = 22.0 .46 pounis. |
| \# | ${ }^{10,000} 1,000=1$ | 1 liters | $=2.2046$ pounds. |
| E | $100=$ | 1 decillter | $=3.5274$ ounces. |
| = | $10=1$ | 0 c, centimet. | 3527 ounces. |
| $\pm$ | $1=$ | 1 c centinuet. | $=15.432 \mathrm{grains}$. |
|  | 1 = | . c. centimet. | = 1.54 .32 grains. |
|  | . $01=1$ | 10 c , nillilmet. | 0.1543 grain. |
|  |  | 1 c. millimet. | 0.0154 grain |

## Table for Finding the Contents of Square Tanks

A lank flue feet by five feet holits ................ 6 bartels.
A tank six feet by six feet holls.
A tank seven feet by seven feet holds.............. 11 "
A tank eight feet by eikit fett molds . . . . . . . . . . . . . 15
tank nine feet hy nine feet holds . . . . . . . . . . . . . . 10
A tank ten feet by ten feet holds. 23
$\because$
e above tabie is for one foot of depth only.
To find the contents of a trough, measure its depth in feet and multiply it by the contents of one foot in depth.

## WFIGITE AND MFASURES

## A Table for Oireular Tanks One Foot in Depth

Five feet In cllainetet holdin
44. "orts.

Nix feet In dlameter lindils.
${ }_{3}^{4 i}$
Neven feet in diameter holing. 12
Fisht feet in lismpter holds.
Nine feet in diameter holis.
Ten feet in diameter holels 10
N. B.-To find lise contents of a lank by the table, multipls the contents of one fout in sejpth by the numbet of fert derp.

## To Menure Wells or Oistarns

Square the diameter $\ln$ inches, multiply by the dechmal $.7 \times \%$, and the product by the depth of the weil or cistern in inclues. The result wiil be the fuil capacity of the well in cuble inches. If the actual quantity of water be sought. multiply by the depth of water in inches, and in either cane divide by 231 for the number of gailons.

## Oirculer Oisterns, One Foot in Depth, Oomputed

| DIAMETER | CONTENTS | D1AMETEI | '0NTENT4 |
| :---: | :---: | :---: | :---: |
| IN 1NCIHES | I*GALLONS | 1NIN1西次 | IN: 1:A I.L.1)N9 |
| 12 | 5.875 | 18 | .13.218 |
| 13 | . 9.18 | 20 | . 14. $5: 1$ |
| 16. | .10.4 4 | $21 .$. | . 18 |

For any greater depth than one foot, multiply by the numiler of feet and fractions of a foot. As the areas of circles, and oonsequently the capacitles of circular cisterns of equal depth. vary as the squares of their diameters, it is unnecessary to muitiply calculations. For instance, shouid tit he requirel to find the contents of a clrcular cistern of 2 feet in diameter. say as the square of 1: to the square of 2:5.875. that is, as 1:4:5.5.8\%. and $6.875 \times 4=23.5=$ the contents of such cistern. This formula will appiy to nny diameter; for 3 feet, multiply hy 0 ; for 4 feet, multipiy by 16 , eto. ; for 5 , by 05 .

## Ointerns and Casks

To Measure the Contents of Cisterns.-To ascertain the contents of circular cisterns, multipiy tho square of the diameter in feet by the depth in feet, and that product by 973 for the contents in logsbeads, or by $3^{30 \%}$ for barrels, by 17 for the contents In gallons.
square Oisterns.-Multhly the width in feet by the length in feet, and that by the depth in feet, and that again by 180 for hogeheads, or $\frac{18}{3}$ for barrels, or 7,98 for gallons.

Another and simpler method is to multiply together the lengtb, width, and depth, in inches, and divide by \#31, which will give the contents in gallons.

## WEIUIITN INB MKIMUREG

Gank Gagging. -To mensure the contents of oylindrioul reviels muitiply the qquare of the dinineter lo inohes by 84 , and tinat by the helght in inches, sod point off four flgures. The result will be the contents or onpmoity, in wine gailons nnd decinume of a gnlion. For leeer gnilions multipiy by 28 instead of 84 . If the cask be oniy partiaily filied, inultlpiy by the ineight of the liguld Insteal of the helght of the cask, to accertaln actunl contenta. In aswertaining the diameter, mensure the diameter nt the bung and at the head, ald together, nud divide by 2 for the mean dlaneter.

## TANE AND BARREL MEAGUREMTNT

## To Find the Oontents of a Round Tank

Multipiy the siguara of the diameter in feet by the depth in feet, and muitipiy this result hy 6, nad you have the approxinate contents of tive tank in gnilioos. (For exact esulta multiply the product ly 5 f. instead of 0 .)
Example.-How many gaitons will a taok hold 7 feet in dlameter and 5 feet deep?
Solution, $-7 \times 7 \times 15=245$.

$$
240 \times 6=1,470 \text { galions. }
$$

Nors.--If the tank is largirat the bot tom than at the top, find the sveraze dameter li, measuring the madele part of the lank halfway bet weme the lop and botlom.

To Find the Capacity of Barrels


Rule.-Add the head aod buog diameters in inches, and divide by two for the mean diameter. Thea multiply the average diameter by itself io inches, and agaio by the belgbt in inohen,

## WEIGIITR AND MriAEURES

then multiply hy 8 , cut off the right-hand figure, and you have the number of ouhlo Incher Divide hy 2771 and yon luve thig number of gallons.

To find the buahele divide by 2150.4 .
Example.-How many gallons in a barrel, whome middlle or hung diameter in 20 Inohes, and enil diameter is 10 Incluex, and 80 Inches in helght?

Solutlon. $-20+16+2=18$ average diamoter.
$18 \times 18 \times 80 \times 8=7776$.
$7776+277\}=288_{1}{ }^{2}$ g gallons.
Notr-A bartel is estimsted unuall 5 at 31 f pallons. The lopsitwad at 63 sullons.

## To Find the Oontents of a Waterinp-Trough

Rule.-Multiply the height in feet by the length in feet, and the product hy the width in feet, and divide the result hy 4, and you will have the contents in barrels of $31 \frac{1}{2}$ gallons eacli.

Example.-Whes are the contents of a watering-trough 10 feet long, 6 feet wide, and 4 feet deep?

Solution. $-4 \times 10 \times 6=240+4=80$ barrels.
Nors-For exact pesilts multiony the length in Inclofs lis the heridit in
 the contents lut callona.

## Eotimating Measurea

A Pint of Water welghs nearly one pound, and is equal to abont 27 cubic inches, or a square hox 3 inclies lovg, 3 inches wlde, and 3 inches deep.

A Quart of water welghs nearly 2 pounde, and is equal to a square box of ahont 4 by 4 Incbes and $31 / 2$ inches deepl,
A Gallon of water weighs abont 8 pounds, and is erpual to a box 6 by 6 lnches square, and 6 inches deep.
A Cubic Foot of water weighs avout by pounds, and coutains 8 gallons.
A Barrol of water almost fills a hox 2 by 2 feet square and 1 !' feet deep, or 6 cabic feet.
A Peck is equal to $n$ box 8 by 8 inches square, int 8 inches deep.
A Buahel is ahout equal to a box 12 by 12 inches square aud 24 inches deep, or 2 cubic feet.

Nots-The imperial gallon uned in Cansda, contains $12-:-1$ cuble inwhen the standard kailon '3il. References here are tin stamiurit kultons excent Where Imperal la mentioned. Take five-six tha of a giveln huriber ol standurd gallons to of a number of Imperin!.

## BUILDERS' TABLES

## BUILDERS' TABLES

## BUILDERS' ESTTMATDNG TABLES

Quantly of material in every four Ineal feet of exterior wall $\ln$ a balloon frame building, height of wall being given:

| $\begin{aligned} & \text { Length } \\ & \text { of } \end{aligned}$ | $\left\lvert\, \begin{gathered} \text { Slze } \\ \text { of sills. } \end{gathered}\right.$ | Slze of Studs, Braces, ete. | '(unantity 1umber. | Quantity Hoardling | $\begin{aligned} & \text { Sidling } \\ & \text { ln } \\ & \text { sup. ft. } \end{aligned}$ | $\begin{aligned} & \text { Tar } \\ & \begin{array}{l} \text { Paper in } \\ \text { sup, fertt. } \end{array} \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | ${ }_{6}^{6 \times 8}$ | $2 \times 4$ sturs |  |  |  |  |
| 10 | 6 $\times$ | 4 4 4 $\times 4$ 4 | 52 | 44 | 86 | 80 |
| 14 | - | $1 \times 0$ Jtibloons | 60 | 83 | 60 | 013 |
| 10 | $8 \times 10$ |  | 8 | $\frac{61}{61}$ | 8 | 112 |
| 18 | $8 \times 10$ | Studs | 87 | S0 | 90 | 144 |
| 20 22 | $8 \times 12$ $8 \times 12$ | 16 inches from | O8 | 88 | 100 | 160 |
| 24 | $10 \times 12$ |  | 100 119 | ${ }^{07}$ | 110 | 170 |
| 18 | $10 \times 10$ | $2 \times 6$ Studs | 122 |  |  |  |
| $\stackrel{20}{20}$ | $10 \times 12$ | $\mathrm{C}_{6} \times 00$ Braces | 137 | 88 | 100 | ${ }_{1}^{144}$ |
| 24 | $12 \times 12$ 12 | ( ${ }^{4 \times 6}$ Plates | 145 | 97 | 110 | 176 |
| 26 | $10 \times 14$ | $1 \times 6$ Rubbons | 162 | 106 | 120 | 102 |
| 28 | $10 \times 14$ | Studs 16-ach centers | $17 \%$ | 114 | 130 | 208 |
| 80 | $12 \times 14$ | Wuds 10-mencenter. | 198 | 123 | 140 | 224 240 |

Amount of hmbur in rafters, collar-piece and lomarding, and number of shingles to four lineal feet of roof, measured from tave to eave over ridge. Rafters $\frac{1}{6}$-luell centers:

| $\begin{aligned} & \text { wodli of } \\ & \text { House, } \\ & \text { Feet. } \end{aligned}$ | Slze of lafters. |  | Quantity of diniber in liafter and Collarjiece. | Qusntity of Boariting. Feut. | No. of Shingles. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 14 | $2 \times 4$ | $2 \times 4$ |  |  |  |
| 16 | $2 \times 4$ | $2 \times 4$ | 39 45 | 81 70 | 500 |
| 18 | $2 \times 4$ | $2 \times 4$ | 50 | 70 78 | 640 720 |
| 20 | $2 \times 4$ | $2 \times 4$ | 50 | 88 | 720 800 |
| 22 | $2 \times 4$ | $2 \times 4$ | 62 | 97 | 880 |
| 24 | $2 \times 4$ | $2 \times 4$ | 67 | 100 | 880 |
| 22 | $2 \times 0$ $2 \times 6$ | $2 \times 6$ | 84 | 88 | 800 |
| 24 | 2×6 | $2 \times 6$ | 92 | 97 | 880 |
| 26 | $2 \times 6$ $2 \times 0$ | $2 \times 0$ | 101 | 100 |  |
| 28 | + $2 \times 0$ | $2 \times$ | 109 | $115 *$ | 1040 |
| 30 | $2 \times 6$ | $2 \times 0$ | 117 | 124 | 1120 |
|  | $2 \times 6$ | $2 \times 6$ | 123 | 133 | 1200 |

Domparative Strength of Timber and Cast Iron
Table showing the transverse strength of timber and of cast fron one foot long and one Inch square.

| Material. | $\begin{aligned} & \text { Tritaking } \\ & \text { Wejght, Ibs. } \end{aligned}$ | Weight borne with Safety, Jbs, |
| :---: | :---: | :---: |
| Ash, seasoned. . . . Chestnut, seasoned | 175 | 105 |
| Hickory, seasoned. | 170 | 115 |
| White Oak, reasoned. | 240 | 180 |
| Yellow Pine, seasoned. | 135 | 95 |
| Iron (cast).......... | ${ }^{1.50}$ | 100 |

(Allowing 7 Brick to Superficlal Square Foot.)

| Square feet of uall surface, | Number of Bricks required in a |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\begin{aligned} & \text { Wall } \\ & 4 \text { inches } \end{aligned}$ | $\begin{aligned} & \text { Wall } \\ & 8 \text { inches } \end{aligned}$ |  | 16 Wail | Wall |  |
|  | Whahes thick. | 8 inches thick. | 12 inches theck. | 16 inclest thick. | 20 inches | Thill |
| 1 | 7 |  |  |  |  | thick. |
| 2 | 15 | 30 | 45 | 30 | 38 | 4.5 |
| 3 | 23 | 45 | 68 |  | 75 | 90 |
| 4 | 30 | 60 | 00 | 120 | 113 | 135 |
| 5 | 38 | 75 | 113 | 150 | 150 | 180 |
| ${ }^{6}$ | 45 | 90 | 135 | 180 | 1 Na | 225 |
| 8 | 53 60 | 105 | 158 | 210 | 263 | 270 315 |
| 9 | 68 | 120 | 180 | 240 | 300 | 360 |
| 10 | 75 | 150 | 225 | 270 | 3388 | 405 |
| 20 | 150 | 300 | 225 | 300 | 375 | 450 |
| 30 | 225 | 450 | 450 | 600 | 750 | 900 |
| 40 | 300 |  |  | 1900 | 1.125 | 1,350 |
| 50 | 375 | 7.50 | 1,125 | 1,200 | 1.500 | 1.800 |
| 60 70 | 450 | 900 | 1.350 |  | ${ }_{2}^{1,875}$ | 2.250 |
| 70 | 525 | 1.050 | 1,575 | 1,800 2,100 | 2.250 | 2,700 |
| 80 | 600 | 1,200 | 1,800 | 2,400 | 2,625 3,010 | 3,150 |
| 100 | 675 | 1.350 | 2.025 | 2.400 | 3.010 | 3,600 |
| 1200 | 750 1500 | 1,500 | 2.25. | 3,000 | 3.45 | 4,050 |
| 300 | 2,250 | 3,000 4,500 | 4,50以 | 6,000 | 7.5000 | 0.060 |
| 400 | 3,000 | 4,500 6,000 | 6.750 9.000 | 9,000 | 11,250 | 13.500 |
| 500 600 | 3.750 | 7,500 | 11,250 | 12,000 15,000 | 15,000 18.50 | 18.000 |
| 600 700 | 4,500 | 9,000 | 13,500 | 18,000 | $\underline{22.500}$ | 22,500 27,000 |
| 800 | 5,250 6,000 | 10.500 | 15,750 | 21.000 | 26.250 | 31,500 |
| 900 | 6,750 | 12.000 13.500 | 18.000 20.250 | 24,000 | 30.000 | 36,000 |
| 1.000 | 7,500 | 15,000 | 22.500 | 27,000 3000 | 33.750 37.500 | 40,500 45.000 |

## Facts for Builders

100 square feet of surface, 4 inches to weather, reguires about 1,000 shingles.
1,000 shingles require of shingle nails about is pounds.
70 yards of surface will require about 1,000 laths.
100 square yards of plaster will require 16 bu. sand, 8 bu. lime, 1 bu. hair.

1,000 laths will require of lath nails 11 pounds.
100 cubio feet of wall will require 1 cord stone, 3 bu. lime and 1 cubio yard of sand.

One-fifth more siding is required than surface measure, to allow for lap.

## FACTS FOR IUUILDERS

## FACTS FOR BUILDERS



## FAOTS CONOERNLIG STONEWORE, BRIOKWORE AND plasterdig

## Stonework

1. A cord of stone, three bushels of lime and a cubic yard of sand will mako 100 cubic feet of wall.
2. Ono cubic fuot of stonework weigbs from 130 to 175 pounds.

## Brickwork

3. Five courses of brick will make one foot in height on a cbimney.
4. One cubic foot of brickwork, with common mortar, weighs from 100 to 110 pounds.
5. A cask of lime will make mortar sufficient for 1,000 bricks.

## For Plastering

6. Six bushels of lime, 40 cubic feet of sand* and $1 \frac{1}{2}$ bushels of hair will plaster 100 square yards with two coats of mortar.
*N. B. There are about $1 \ddagger$ cubic feet in a bushel.

## FACTS FOR BUILDERS

## Common Brick in a Wall or Building

A brick is 8 inohes long, 4 incies wide and 2 inches thlck, and contains 64 cubic inches. Twenty-seven brick make one cubio foot of wall, without mortar, and it takes from 20 to 22 brisks, according to the amount of inc ar used, to make a cubic foot of wail with mortar.

Rule. - dultlply the iength of the wall in feet by the leight in feet, and that by its thickness in feet, and then multiply that result by 20, and the product will be the number of bricks in the wall.
N. B.-For a wall 8 Inehes thlck multiply the length In feel hy the laright in feet und that result by 15, and the produri will whal the ulluther of brieks

When doors ant windows occur la lhe wall multiply their turisht, widh and thickness loget her and dedinel the amount from the solith conleths of the wull before multiplying by 20 or 15 , as the ruse may te.

## Short Method of Fstimating Stonework

Rule.-Multiply the iength in feet by the ineight in feet, and that by the thickness in feet, and divide this resinlt ly 22 and the quotient will be the number of percies of stone in the wall.
N. B.-In a perch of stone there are 247 cublc feet, but 2 ? culic fest are generully allowed for the morlar and filling.

## How to Find the Number of Cord Stone to Build Cellar and Barn Walls

Rule.-Multipiy tbe length, beigbt and thickness together in feet, and divide the result by 100 .
N. B.-There are 128 cuble feet In a cord, bet the mortar and sintl make It necessary 10 use but 100 cubic feet of stone.

## The Number of Bricks Required for a Building

Tbe average brick is eight inches long, four inches wide and two inches thick, or $34(8 \times 4 \times 2)$ cubic inches; 1,728 cubic inches make one cubic foot, and 27 bricks make 1,728 ( $04 \times 27$ ) cubio inches. In iaying bricks $\frac{f}{6}$ is allowed for mortar, or $4 \frac{1}{2}$ out of every 27, leaving $22 \frac{1}{4}$ actual bricks for each cubic font. Tierefore, muitiply the dimensions-length, height and thickness-in feet and fraction of a foot, of the sereral brick walls, and the product hy $22 \frac{1}{2}$ and the resuit 1 iil be the number of bricks required. Multiply by 20 instead of 221 if the bricks are larger than the average above glven. Allowance should be made for chlmneys, projections for mantels and the like on the same basis.

## FICTA FOR BULLDERS

## Numher ot Porches of atone Required for a Wall or Collar

The perch of stone is now computed at a perch, or 10.5 feet in length by 1.5 feet in width and 1 foot in heiglit, or 24.75 ( $16.5 \times 1.5 \times 1$ ) cuble feet. Of this amount one-nlnth, 275 cubic feet, is allowed for mortar and fillng. Multiply the thrie dimenslons of the wall or walls in feet-width, height and thickness-and livide by 22 (24.75-2.75) if the needed quantity of stone is the sulject of lnquiry, or by 24.75 If it be sought to ascertain the anouit of masonry in the wall or cellar.


## BUYING AND SELLING LUMBER

To find the oost of any number of feet of lumber at so much per thousand feei.
Rule-Reinove the deelmal point three places to the lert in any, number of feet, and multiply by the price of one thousand feet.
Example. What will 850 feet of lumber cost at $\$ 12$ per thousand feet? Reinove the point three places to the left in $859=859$, and $.859 \times \$ 12=\$ 10.308$, the answer.
The Number of Ouhlc Feet in a Round Log of Uniform Diameter
Square the diameter, in inches, multiply by .7854, and multiply this product by the length $\ln$ feet, divide by 144, and the quotient is the number of cubic feet.

## Estimato of the Nur-her of Ouhle Feet in the Trunk of a Standing Tree

Find the circumference in inches, divile by 3.1416 , square the quotient, multiply by the length in feet, divlde by 144; deduct about one-tentl for thlckness of bark, and tbe result wlll be, approxlmately, the number of cubio feet.

## LIMBER

## TAOTS FOR LUMBERMEH

The Lumber Industry is fourth among the great industries of the United States. According to the census of 1900, the total capital invested in lumber enterprises was $\$ 11,011,524$, the total mmber of wage enrners empioyed was 283,260 , and the yearly wages paid amounted to $\$ 104,640,591$. Tine anount of inmber produced by the mills was $35,084,166$ board feet. The total wouded area in rier United States is estimated at 1,094,514 square miles or about $\therefore 9,500,000$ acres, whicb is $361 / 2$ per cent. of the total area, exclusive ol Alaska. At tise present rate of cutting, the forest lands of the United States cannot long meet the enormons denands uade npon them. The great pineries of the Lake States lave been aimost entirely eliminated, and great inroads have been made in the suppiy of valuable timber throughout all parts of the country.

## The Number of Feet, Board Measure, in a Log of Unequal Diameters

Square the smallest diameter In inches, multipiy hy .78.54, and the product hy the length of the log in feet, divide by 12, and the quotient will be the number of feet of boird measure, approximately.

## The Number of Feet, Board Measure, in a Lot of Boards, Planks,

 Flooring, Scantling, Jolsts, sills or BeamsThe foot of board neasure is a superficial or square frot, one inch thick. Multiply tlie product of tho width and thickness of each board, plank or otlier article, in inches, by the length in feet and fractions of a foot, divide by 12, and the quotient will be the number of feet of board measure. In flowring, allowance must be made for rabbetiug, the proportion varying with the depth of the groove and the width of the boards.

The Number of Square Yards in a Fioor or Wall
Multiply the length and width of the floor. or height and width of the wall, in feet and fractions of it divide by nine, and the quotient is the number of squu-n

## LUMBER

BOARD AND PLANK MEABUUEMENT-AT BICET



|  |  |  |  |  | doin W | W |  | id in W |  | İW |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | ก.12. | ก. sn . | n. in. | n. 1 l . | n. 1 ln | $\Omega \mathrm{ln}$. | 8 In | ก. in. | ก. In | n. |
| $0$ | $40$ | $\begin{aligned} & 68 \\ & 58 \end{aligned}$ | $\begin{aligned} & 64 \\ & 0 \end{aligned}$ | $\begin{aligned} & 60 \\ & 69 \end{aligned}$ | ${ }^{6} 8$ |  | $\begin{aligned} & 80 \\ & 06 \end{aligned}$ | $\begin{array}{ll} 60 \\ 0 & 0 \end{array}$ |  | $108$ |
| 10 | 00 | 510 | 68 | 76 |  |  | 100 | 1010 |  |  |
| 11 | ${ }^{6} 6$ | ${ }^{6} 8$ | 74 | $0{ }^{\circ}$ | 8 |  | 110 | 111 | 1210 | 12 |
| 12 | 60 | 7 | 80 | 80 | 10.0 | 11 | 12 | 180 | 140 |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  | 76 |  | 10 | $1{ }^{10}{ }^{\circ}$ | 11 | 1818 | 140 | ${ }_{16}^{16}$ | 178 | 17 |
| $18$ |  |  | 10 | 120 | 18 | 148 | 18 | 17 |  |  |
|  |  | 911 | 114 | 12. |  |  | 17 | 10 | 1910 | 21 |
|  |  | 10 | 120 | 18. | 15 | 16 | 180 |  |  |  |
|  |  |  | 126 | 148 | 1510 |  | 150 | 20 | 2 |  |
|  |  |  |  |  |  |  | 20 |  |  | 25 |
|  |  |  |  | 186 | 178 |  | 0 |  |  |  |
|  | 11 |  | 15 | 178 | 18 | 21 | 280 | ${ }^{28} 10$ |  |  |
|  | 120 |  | 160 | 180 | 20 | ${ }_{2}^{2} 0$ | 210 |  |  |  |
| $20$ | 126 |  | 18 | 189 | 2010 | 2211 | $2{ }^{6}$ | 1 | 29 | 61 |
| ${ }_{28}^{9}$ | 180 |  | 174 | 186 | 218 | 230 | 280 |  |  |  |
|  | 18 |  | 18 | 208 | ${ }^{23} 6$ |  | 270 | 298 |  |  |
|  |  |  |  | 210 | ${ }^{28}$ | 0 | 28 |  |  |  |
|  | 15 |  | 18 | 21. | 2 | 28 | 291 |  |  |  |
|  | j |  | 208 | 238 | 2510 | 29 |  |  |  | 87 |
| $8$ | 18 |  | 214 | $20^{\circ}$ | 28 | 29 | ${ }^{1}$ |  |  | 40 |
| $88$ | 168 |  | 220 | 2 | 2 |  | 89 |  |  | 416 |
| $\frac{38}{85}$ | 170 | 1910 | $\begin{aligned} & 288 \\ & 288 \end{aligned}$ | $\begin{aligned} & 286 \\ & 288 \end{aligned}$ | ${ }^{23}$ |  | 4 |  | 898 | 48 |
| $88$ | 18. |  | 24 | 270 |  |  | 8880 | 87 | 40 420 42 |  |

BOARD TABLE MEASUREMENT-CONTTHOED.

|  |  | $17 \operatorname{lnW}$ | 18 inW |  |  |  | 22 | 123 in W | 2inW | 25 场 7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 81 | f. In . | f. 1n. | ft. 1 n | ก. 1 n . | n.ln. | ft. in. | ก. In. | A. In. | R. |
|  | 108 |  | 120 |  | 184 | 14 |  |  |  |  |
| $10$ | 120 | 12. | 136 | 148 | 180 | 159 |  |  | $180$ | 18 |
|  | 148 | 15 | 186 | 16 10 <br> 17  | 188 | 170 | 28. |  | 200 | 21 |
|  | 18 |  | 160 | 180 | 210 | 210 | ${ }^{2} 20$ | 230 | 210 | ${ }_{25}^{25}$ |
|  | 17 | 18.5 | $1{ }^{10}$ | 20 | 218 | 22 | 2810 | 211 | 28 |  |
|  | 188 | 1910 |  |  | 23 | 240 | 258 |  | 29 |  |
|  | 200 |  | 22. | 288 | 250 | 28 | 27 |  | 80 | 3 |
|  | 4 |  | 24 |  | 23 |  | 29 | 31 | 22 |  |
|  |  |  | 25 | 2911 | 284 | 29. | 81 |  | 340 |  |
|  | 240 |  | 27 |  | 800 | 81 |  | a | 880 | 37 |
|  | 25 | ${ }^{28} 11$ |  | 80 | 31 | 88 | 310 | 989 | 880 | 10 |
|  |  |  | 80 |  | 83 | 88 |  |  | 403 |  |
|  | 28 |  | 31 |  | 85 | ${ }^{3}$ |  | 40 | 420 |  |
|  | 29 | 81 | 83 | 3410 | 88 | . 8 | 40 | 4 | 40 |  |
| 23 | 30 |  | 34 | 38 | 884 | 403 |  | 4 | 460 |  |
| $\ddot{\mu}$ | ${ }^{22}$ | 84 |  | 88 | 400 | 420 | 440 | 480 | 480 | 80 |
|  |  |  | 37 |  | 418 | 438 | 4010 |  | 00 |  |
|  |  |  |  |  |  | 40 |  |  |  |  |
|  |  | 89 | 40 |  | 45 | 4 | 488 |  | ${ }^{6} 9$ |  |
|  |  |  | 438 | 4611 | 48 | ${ }^{40}$ | ${ }_{88} 8$ |  |  |  |
|  |  |  | 450 |  |  |  |  |  |  |  |

## LUMBER

GCANTLINO RFDUCRD TO ONE INCH BOARD MEASNRE. SCANTLING AND TIMBER MEASURE

EXPLANATION.-To accertain the number os Feet of Scantling or TYm ber, bay in Feet long and 2 by 3 luches. Find 2 by 3 in the top colilinum, and 19 Lu the leit hand column, and under 2 by 3 and agalngt $t$ lies loet



## LUMBER



## LOGS REDUCED TO ONE INCH BOARD MEASURE.

Cenkth in teet in topllne, Dumeter in Inchem in henvy wolum
 ameter, multijly remaluder by hall the lengh in fet from thr somarr of dibasd fgure. Reault ls the number of aq, ft. In fect, atsd jinat off the right


## ROOFING

## Number of Shinglse Roquired for a Root



Rulc,-Muitiply the length of tbe ridge pole hy twice the lengtb of one rafter, and, if tbs shingles are to be exposed $4 \$$ Inches to ths weather, multipiy by 8, and if exposed 5 inches to the weather, maltipiy by 7f, and you have the number of shingies.
Note, -Shingles are 16 Inches long. and w veragh about 4 inches wite. They are put up in bundles of 250 each.
One bundle 16 -Inch shingles will cover 30 square feet.
One bundle 18 -Inoh shingies will cover 33 surure feet.
When lald 5 inches to the weather, 5 pounds 4 -penny or 87 pounds 3 -penny nails wili lay 1,000 shlngies.

## Slating

The thickness of slates ranges from in to iof an inoh, ant: tbelr welght varies from 2.6 to 4.5 lbs, per squgre foot.
The lap of slates varies from 2 to 4 inches. The standard Is assumed to be 3 inches.
Rule for computing the number of slates of a given size required per square.-Subtract 3 inches from the iength of the slate, multiply the remainder by the whdth and ulvide by 3. Dlvide 14.400 by the number so found, and the resuit wili be tbe number of slates required.

## Dimensions of Slatss and Numbers Required to a Squars

$12 \times 6$ requires 533 to the square; $14 \times 5$ requires 201 ; $18 \times 0$ requires 213; $24 \times 13$ requires 105 .

## Number of Laths for a Room

Laths are 4 feet long and $1 \frac{1}{3}$ inches wide, and 16 laths are generally estlmated to tbe square yard.

Rule.-Find the number of square yards in the room ard multiply by 16, and the result will equal the number of laths necessary to cover the room.

To find the number of square yards in a ceiling or wnll, multiply the iength by the width or beight (in feet) and divide the product by 9 ; the result wii. be tbe square yards.

PRICFE OF WOLD PER CORD


Number of Oords in a Pile of Wood
A cord of wood is a pife 8 feet long, 4 feet wide and 4 feet high and contains 128 cubio feet.
Rule.- Multiply the length in feet, hy the width in feet and that result by the length in feet and divide the product by 128 and you have the number of cords.
Example.-Hr.. many cords in a pile of wood 4 feet whde, 7 feet high, 24 fe . long?


## Valuable miscelimaneoug matter

## To Find the Day of the Woek on Which Any Date Will Occur, or Has Occurred Since the Beginning of the Ohristian Era.

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Thero are many methinds nud tables onr finding the day of the week of any given date. It will bo found that the mnst of these cover only a limited number of yeurs, and some are erroneons. Fispecially the latter is liablo to be true When dntes jrior in Septemher 14ti, 1752, aro involved, fow of the methorly being nt nll npplicalile heforo that date. The method given below covers an unlimited number of eenturies, mid will he fond correct for all dates on and after Jannmry first, year rille, A. D.

INDEX FOR TII: CENTE:PN1AL
Y1:Alls:



INDEX FOIK THE MONTIIS:

*There were no daten brtween September 2nd and : stember 14th. 1752. on account of tbe rhangen mado wben tbe Oregorlan Caleadar was Introduced, on the latter date.
This tnble may he indefinitely extended hy giving the ssme index to every fourth succeeding centennial year. For example, the index for 2100 is 6 , mad the index for $9 \overline{0} 00$ is 6 ; for 2200 it is 4 , for ${ }^{2} 600$ it is 4 , and so on indeflnitely.

Notr:-Tn ascertain the day on whtch any date oceurs, add the number of years and the number of leaj yeara nince tbe preceding infenniat year. the day of the montb, the fadex for tho month, and the ernienaial Index, Ilivilie this by seven and the remalader will be the day of the wrek, countlag suaday as the frst day: ff there is no remalnder the dav ly Saturday.

Example 1.- On what day of the week was Washington born, February 22nd 1732? (New wtyle). Feb. 11. (old atyle)

We must use Feb. 11 instead of Feb. 22nd in this computation. as tbe above metbod apilles only to ald style dates until the cbange in

## I.DROFKT LIJAKARJF:

 32. tha yenr. 2. tha yenr.

1i. the numbar of leap yerare.
11. the day of the month.

1. Index for the monith (le.tp yener) 3. contennalal indrx.
7) $\overline{88}$

7- A remalnder-Friday.
reatapla 11.-On whit diny of the week wifl July th 1528 oscur? 26. tbe yeur
8. number of lenp yenry,
day of the month.
index for the month.
. centennial Index.
7) 4

1 Paminder-Sunday.

## Lubrarian.

Iargest Lihrarier in the World.
Ble ste thue Natlonal. Parla

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Hoynl Lubrary, Copenbngen. .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . 509.001
stutegart Unjveraley Liben
Dlbloteca Natlonal, Madrid


## Largent Lihraries of the United States.

The following returns from the Report of tho l'uited States Bureat of Edacation represent all lilraries in laon (evorpt the New York Public Library, the fightes of which aw for 1904, and the Brooklyn Publie Lihrary, J!mis) hatius owיr 200,000 volumes:


## RUIEES F'UR PAINTING

## RULES FOR PAINTING

Usually one-fourth of a pound of paint is allowed for each square yard for the first coat, and one-sixth of a pound for each additional coat. One pound of stopping should be allowed for every 20 square yards.
A gallon of tar and 1 pound of pitcli will cover about 12 square yards the first coat, and 17 yards each additional coat.

Priming consists of white lead and linseed oil.
Knotting consists of red lead and size.
Putty consists of Spanish whiting and linseed oil.
White Paint.-Twenty-eight pounds white lead, 6 pints linseed oil, 2 pints turpentine and 1 pound litharge, will cover about 100 square yards.

Black Paint.-Twenty-eight pounds blaok paint, 10 plnts linsoed oil, 2 pints turpentine, and 1 pound litharge, will cover about 160 square yards.
Distemper.-One hundred and twelve pounds whiting. 28 pounds dry white lead, and 7 pounds glue, mixed with bolling water.
With ordinary paints, new wood and lron work require four coats, including the priming coat, but exclusive of any flatting coats.
Old paint requires two coats for inslde and three for outside work.
The following are the superficial yards which a fixed amount of materlal will cover in each coat, arrived at from actual measurement of work done with materials issued from store.

First Ooat, or Priming
10 Ibs . white lead, 1 oz. red lead,
20 oz. litharge. $\} 63$ superficial yards.
Second Coat
10 lbs. Whtte lead,

2 oz . litharge.*
24 pints linseed oil,
If pints spirits of turpentine.
100 superficial yartis.

## Third and Fourth Ooats

10 lbs. White lead
2 oz. litharge, ${ }^{*}$
2 piuts linseed oil,
2 pints spirits of turpentlne.
*Or $\ddagger$ oz. burnt white vitriol, and 1$\}$ oz. of litharge.

## R. Z es folk Patill vg

For outside work, a ien "xposed to " 19 sun, more curpentine ghould be used to presa, it the nuint irom blistering, and only boiled linseed oil should be used. Hor insids work raw linseed may be used, but the less oil the less gloss. For the flatting coat. the color being ground in oil, oniy turps is added. For colored paints, the last two coats have the color added to the composition in the proportion of 1 to 2 ponnds for every 10 yards of surface to be painted; and the quantity of white lead is reduced in proportion.

## TO MIX DNES OR PANNTS FOR TTNTS

A larger quantity of the first-named color must always be used. Dark green and purple make bottle green.
White and medium yellow make buff tint. Red, black and biue make dark brown.
Bronze blue, lemon yellow and black make dark green. White, medium yellow and blaok make drab tint. White, lake and lemon yellow make flesh tint.
Lemon yellow and bronze blue make grass green.
Wbite and black make gray tint.
White and purpie make lavender tint.
Red, black and medium yeliow make maroon. Lake and purple make magenta.
Medium yellow and purple make olive green. Medium yeliow and red make orange.
White, ultramarine blue and black make pearl tint White and lake make pink.
Ultramarine blue and lake make purple.
Orange, lake and purple make russet.
Medium yellow, red and white make sienne. White and ultramarine blue make sky blue. Ultramarine biue, black and white make slate. Vermilion and black make Turkey red.
White, yoliow, red and black make umber.
How to Mir Paints of simple Oolors to Produce Various Tints Buff.-White lead and yellow ocber
Obestnut.-Light red and blaok.
Oream Color. -Same as for buff, but with more white.
Ohocolato.-Black, with Spanish brown, or Venetian red.
Drab.-White lead, burnt umber, and a little yellow ocher
(warm); white lead, raw umber, and a little black (cool).

## RUISG lon PAINTING

Fawn Color.-Same as for flesb color, witb stone ocber instead of lake
Fiesh Color.-Lake, wblte lead, and a little vermilion.
French Gray.- White lead witb Prussian blue and a little lake.
Gold Color.-Chrome yellow with a little vermilion and white lead; or Nayles yellow and realgar.
Gray (common). -White lead and a little black.
Loed Oolor. - White lead witb hlack or Indigo.
Lemon Color.-Chrome yellow and white lead; more of the first tban in straw color.
Lilac.-Same as for French gray, but witb less white.
Mahogany Color.-A little black with purple hrown or Venetian red
Oak Oolor.-White lead with yellow ocher and burnt umber.
Olive.-Black, yellow, and a little blue; or jeliow, pink, lampblack, and a little verdigris

Olive Green.-Prussian blne and raw umber.
Orange.-Chrome yellow and vermilion (hright), yellow ocher and red lead (dulier).
Pea Green.-White lead and Brunswick green; or white lead, Prussian hlue, and some ohrome yellow.
Peach Color,-White lead, with vermilion, Indian red, or purple brown.
Pearl Gray.-White lead, with a little black, and a little Prusslan blue or Indigo.
Purple.-White lead, vermilion, indigo or hlack, rich, dark red or colors for Frencb gray.
Sage Green.-Prussian blue, raw umber, and a little ocber, witb a little white.
Salmon Color.-Venetian red and white lead.
Silver Gray.-Same as for pearl gray.
Sky Blue. - White lead, Prussian blue, and a little lake.
Stone Color. - White lead and yellow ocher, with a little burnt or raw umber.
Stone Color (gray). - White lead, and a small quantity of blaok.
Straw Color.-Chrome yellow and white lead.
Violet,-Vermilion, white lead, and indigo or black.

## Valuable misckllaneous matter

## VALUABLE MISCELLANEOUS MATTER <br> United States Land Measure

A Township is 36 sections, eacli a mile square. A section is 640 acres. A quarter section, half a mile square, is 160 acres. An eighth section, half a mile long, north and south, and a quarter of a mile wide, is 80 acres. A sixteenth section, a quarter of a mile square, is 40 acres.
The Sections are all numbered 1 to 36, commencing at northeast corner, thus:

| 6 | 5 | 4 | 3 | 2 | $\frac{N W}{N W} \mathrm{NE}_{2}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 7 | 8 | 9 | 10 | 11 | 12 |
| 18 | 17 | $16^{*}$ | 15 | 14 | 13 |
| 19 | 20 | 21 | 22 | 23 | 24 |
| 30 | 29 | 28 | 27 | 26 | 25 |
| 31 | 32 | 33 | 34 | 35 | 36 |

The Sections are all divided in quarters, which are named hy the cardinal points, as in section 1. The quarters are dividerl in the same way. The description of a forty-acre lot would read: The south half of the west half of the south-west quarter of section 1 in township 24, north of range 7 west, or as the case might be; and sometimes will fall short, and sometimes overrun the number of acres it is supposed to contain.

## Rules for Measuring Land and Town Lots Rectangular Pieces

To find the number of acres in a rectangular piece of land.
Rule. - Muitiply the length in rods by the breadth in rods, and divide by 160.

When the Triangular Pieces
When the triangle is a right-angled triangle.
Rule.-Multiply the width by the length and divide by 2.
Example. - How many acres of land in a triangular field 60 rods long and 40 rods wide?

## VALUABLE MISCELLANEOUS MATTER

OPERATION

$$
60 \times 40+2=1,200 \text { sq. rods. } \quad 1,200+160=7 \frac{1}{2} \text { acres. }
$$

Where the trianole is not a riout anoled thangle


Fig. 1
If a triangle is without a rigbt angle, a perpendicular has to be found.

Rule.-Multlply the base in rods by the perpendicular helght in rods, and divide hy 2 , and you have the area In square rods.

Example.-How many acres in a triangular fitid whose base or side is 140, and its width (perpendicular height) is 60 roda?

OPERATION

$$
\begin{aligned}
& 140 \times 60+2=4,200 \text { sq. rods. } \\
& 4,200+160=26 \frac{1}{4} \text { acres. Ans. }
\end{aligned}
$$

To find the area of a piece of land when only two of the oppotste sides are parallel.


FIG. 2
Rule.-Add the two parallel sides together, and divide by 2, and you have the average length. Then multiply the width in rods hy the length in rods and divide by 160, and you have the number of acres.

Example.-How many acres of land in a field, the two parallel sides of whlch are 80 and 120 rods long, and 50 rods wide?

## OPERATION

$$
\begin{gathered}
80+120+2=100 \text { rods. } \\
100 \times 50+160=31 \frac{1}{4} \text { acres. Ans. }
\end{gathered}
$$

## To Lay Off Small Lots of Land

Farmers and gardeners often find it necessary to lay off small portions of land for the purpose of experimenting with different crops, fertilizers, etc. To such the following rules will be helpful:

One acre contains 160 sq. rods. or 4,840 sq. yards, or $43,560 \mathrm{sq}$. feet. To measure off one acre it will take $208_{1}$ \% feet each way.

## VALUABLE MSCELLANEUUS M.ITTER

One-half acre it wlll take $147 \frac{1}{2}$ feet fach way. One-third acre it wlll take $120 \frac{1}{3}$ feet eacb way. One-fourth acre it will take $104 \frac{1}{f}$ feet each way. One-elghth acre lt will take $7: 3$ feet each way.

## To Measure Town Lots

Rilc.-Multlply the leagth in feet hy the width in feet and divide the result by 43,560 and you will have the fractional part of an acre in the lot.
Example. -What part of an acre is there in a lot 100 feet deep and 75 feet wlde?
Solution. $-100 \times 7 \%=7,500 \mathrm{sq}$. feet.

$$
\frac{7.500}{43,500}=\text { or about 1-6 of an acre. }
$$

## To Find the Number of Acres in a Civen Number of Square Rods

Rule. - Remove the decimal polnt two places to thre left in the number of square rods, divide hy 8 and nultiply by 5 , and you have the number of acres.

Example.-How many acres $\ln$ a piece of land 80 rods long and 40 rods wide $80 \times 40=3200$. 3200 with the puint removed equals $32.00 \div-8=4 \times 5=20$ acres,

Land Measurements
7.92 inches make

25 links ( $16 \frac{1}{2}$ feet) make ........................................ 1 link

10 square chains ( 43,560 square fent) makt....................... 1 chain
208 feet and $81 / 2$ lnches square make........................... 1 acre
80 chains ( 320 rods, or 5,280 feet) make. ...................... acrt
I mile square contains. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . f 40 acre

## Nautical Measurements

6 feet make
100 fathoms make. .1 fathon
6,080 feet make........ I British Admiralty kino. ............. 1 cablr
$6,082.66$ feet make 1 statutc knot, which is genorally considered the standard.

## PAOTE ABOUT MONET

## FAOTS ABOUT MONET

## Absolntely pure gold is 24 carats fine.

Many Roman tin coins are known to he in existence.
The gold coine of Great Britain contain one-twelfth alloy. The Spartans had an iron coinage, no other being alıowed.
The United States silver 3 c. piece was first coined in 1851.
The English mint was estahlished by Atelstane ahout 928.
From 1828 to 1845 platinum coins were minted in Russia. The first coining machine was invented hy Bruchner in 1553.

The notee used hy the Bank of England coet exactly le each.
Julive Creear was the first man to put his own image on a coin.
Aristotle says that "money exists not hy nature hut hy law."
The first colonial coinage was minted in Maseachusetts in 1652.
In the tenth century there were thirty-eight mints in England.
The American cents of 1787 hore the motto "Mind Your Bnsiness."
The Lydiane were the first to coin money, ahout B. C. 1600.

Homer mentions hrass money as in use B. C. 1184, among the Greeks.
Brass money was coined in Rorne hy Serviue Tullius as early ae $573 \mathrm{~B} . \mathrm{C}$.
Daring the reign of Henry VIII., 23 to 25 per cent. of coir metal wae alloy.
The most ancient coins are of electrum, four parte of gold to one of silver.
The coinage of 20 c. pieces began in 1875, and wae discontinued in 1878.
The coinage of trade dollars hegan in 1874, and was discontinned in 1878.
Before the days of coined money the Greeks ueed copper nails as currency.
Herodotns says tbat Crœus wae the first sovereign to make coins of gold.
In 1503 the first English sbilling was minted. It hors the king's image.
Value of money
Y FOREIGN COINS AMD PAPER NOTES IN OANADIAN
RESSED IN TABLE SHOWN OM PACE 470


Russian
Gold Kuble
42 \％
옹

Jap．Yen．
Mex Pebo

Dutch
Florin

Chinese Tael
（Halkwan）．

French Frane
Italiac Lira


最宽
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$0.95,2$
000
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是式明
－

VALUE OF MONEY
Value of Foreign Coins in United States Money

| Cotntry | Stand. ard | Monetary Unit | Value in Dollar U S. Gol | Coins. |
| :---: | :---: | :---: | :---: | :---: |
| Argent. R... Austria. H | Gold.. Gold | Pes | \$0.96.5 | Gold: Argentine (\$4.82.4) a |
| 8elguim..... | Gold... | Crowil |  | Gold: 10 and 20 crowns. Silver: 1 aud 5 crowns. |
| Bolivia | Gold. | Bolivjan | . 38.9 | Gold: 10 and 20 fraucs 8 silver. 5 tranes. |
| Brazii.. <br> Canada. | Goid. | M11reis | .54.6 |  |
| Central Am. | Soid.: | Pesoz | 1.00 |  |
| chile......... | Gold. | Peso. | . 38.5 | Sliver: peso and divisiona. |
| China |  |  | . 57.4 | and divisions. <br> Gold: escudo $1 \$ 1.82 .5$ ), doubloon ( $\$ 3.651$, and condor (57.30). Silver: peso |
|  | Suver. | Haikwan | 64.0 |  |
| Colombia | Gold... | Dollar | 1.00 | Goid: condor (59.64.7 and doube-conior Sitrer: ${ }^{\text {ese }}$ |
| Costa Rica .- | Gold.. | Colon | 46.5 | Gold: 2. 5. 10. and 20 colos(\$9.130.7). Silver: 5, 10. 25 , and 50 ceutiul |
| Denmark.. <br> Ecuador . | Gold... | Crown | .26.8 | Gold: 10 and $=0$ crowns. |
| Eg | Gold | Pound il00 | 4.94 .3 | Goid: 10 sucres (83.wi, (tis). Silver: gucre and dirlsion |
| France | Goid. | Franc | .19,3 | 20 piasters. <br> fold: 5, $10.20,50$ sud 100 fr Silver 5 fr |
| Germany... | Gold. | Mark |  | Goldt: 5, 10, and 20 marks. |
| Gt. Britl | Gold | Pound st | $4.86 .61 / 2$ | (iold: soverelgn (pound stering) and $1 / 2$ suve |
| Haitl | Gold. | Gourde . | . 96.5 | Gold -1, 5 , and 10 and drachmas. Siver: 5 drachmas. |
| 1ndia | Gold | Pousd sterling | 4.86.61/2 | Gold: sovereign ( 81.86 .651 . Silver: rupee and divisions. |
| aly | Oold | Lira | . 19.3 | Gold: 5. 10. 20, 50 , and 100 ifre. $81 /$ rer: 5 llre . |
| Mexien. | Gold. | Peso ${ }^{\text {6 }}$ | -49.8 | Gold 5. 10, and 20 yen. Silver: 10. 20 , and 50 sen. |
| Netheriands. | Gold. | Florin | . 40.2 | Gold: 10 forine. Silver: $2 \%$ \% 1 Horin ${ }^{\text {ard }}$ divisions |
| Newfoundi'd | Gold. | Dollar | 1.01.4 | Gold 2 dollars ( 52.02 .8 ). |
| Panama | Gold. | Crown | . 26.8 | Gold: 10 and 20 crowns. |
| Peru. | Gold.... | Llbra. | $4.856 .61 / 3$ | Goid. 1. $2 / 2.5$. 10, and 20 balboas. Silver: peso and divisious |
| Portugal | Gold | Milreis | 1.08 | Gold: 1. 2 5, and 10 mifrels. |
| Russia | Gold | Ruble | .51.5 | Gold: 5. 7\% 2. 10. and 15 rubles. Silver: 5. 10.15. 20. 25. 50. and 100 col |
| 8 weder | Gold... | Crown | .19.3 | Gold: 25 pesetan. SIlver: 5 pesetas. |
| 8witzerland. | Gold. | Franc | .19.3 | Gold: 5. 10. 20. 50 . and 100 francs. Sifver: 5 franes |
| Turkeg.. | Gold | Piaster | . 04.4 | Goid: 25.50.100. 250, and 500 piasters. |
| Vruguay | Goid | Peso... | 1.03 .4 | Gold: peso. Sliver: peso and dirisions |
| Venezuela | Gold | Bolivar | .19,8 | Gold: 5, 10, 20, 50, and 100 boisars. Sifer. 5 bolivars. |

[^5]VALUE OF MONEY

| Cotsteise, | COINAGE OF NATIONS IN 1910. |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Gold. | Stirer. | Cocnteis. | Gold |  |
| Uniterl States ..... | \$104.743.735 |  |  | Gold | Silver. |
| Pusppine lxles... | -7,42094 |  | France |  | 887.485 |
| Brazil | 8, 56.094 | 5.810 .727 | Indo-China |  | 3.872 .85 |
| Australasia ........ | 86.92\%.09\% | 1.703 .275 | Persia |  | 10.4535000 |
| Great Britaio |  | 1.979.571 | Ger. E. A | 17.980.960 | 10.234.26f |
|  | 1-1.134.799 | 12.5631.147 | 1taly .... |  | 973.300 |
| China............. | ……... | ${ }_{1} 7.317 .423$ | Japan | 21.638 .100 | 1.343 .664 |
| ${ }^{*}$ Inctading |  | 11.335.054 | Mexico. | 2.494 .980 | 2.181.288 |



## VALUABLe MISCELLANEOUS MATTER

## Miscellanoous Table of Things, Distances, Books, Etc.

a book coinpowey of sheets foldesi Into 2 leaves la a follu
A fromik componed of wheets folded Into 4 lpasex is a puurto.
A book comprased of wlieets fililed Into 8 leaves is an tectavo (Byo).
A book componsed of wheets folterl into 12 Jeaves in a duodecimo ( 12 mo ).
A hook componel of aheets lolded Into 16 leaves is a 16 mo .

12 units make 1 dozets.
12 tozen thake I grosis.
12 gross ( 14 dozen) make 1 crcat cross.
20 untts make I score
83 pounts of thutter make 1 firkin
100 pounds of fish make? 1 quintal
196 pounds of tlour make 1 barrel
200 preunds of theef, pork, slasi or salmon make 1 lurrel.
24 shicets of parnr make 1 quire.
26 quires make 1 ream.
2 reams make 1 buntle
6 humiles make 1 liale.
3 burlescorns make a It, -1 .
18 inches make 1 cubit.
22 inches make 1 sacred cuhit.
9 gallons muke 1 dinallsh firkin,
2 firkins make 1 killurkif.
2 kilelerkins make 1 tharrel
25 pounds make 1 keg (jowder).
100 munds make 1 cental (crain measure)
100 pounds make 1 cask (raisin measure),
256 pounds make 1 barrel of soup.
280 poinds make 1 larrel of salt
31t gallons make 1 barrel (wine measure).
42 gallons make 1 tierce (wine measure).
63 gallons make 1 hogahead (wine measure).
84 gallons make 1 puncheon (wise measure),

126 gallosi make 1 nlpo (witre measure)
202 gallons make 1 tuл (wine suraxure)
8 bushels of wheat (of 70 lba, ('me'i) make 1 quarter (Eurorcan лнакires,
8 hushets of saft make 1 hugeluad.
36 tushels of coal make 1 thatetron ( Fingliah).
32 bushels make 1 chalaron (Amurican
14 mollto ss nake 1 stone
21 stones make 1 plig (iron),

* jigs make 1 fother.

2 ft culnic feet (mumanry) make 1 perch.
100 square leet (carpentry) make 1 muluare.
1,7 to $y$ yarda ( $5,2 * 6$ fuet) make 1 statute nile.
2,028, 6:3 yardin ( $0,080,0$ feet) thake 1 nautical inlle.
3 trites nake league.
69) statute mules make 1 degree (of latitude).
60 cerorfaphical miles make 1 degre (of latitude)
350 degrees make 1 circle.
fib puirs of shoes make 1 rase.
O inchas muke 1 guarter (of II yari),
3 quarters make 1 ell ( F lemish).
5 quarters make 1 ell (linglish)
6 gharters make I ill (l'reneh).
4 fneljes make 1 liand (measuring horses).
6 feet make 1 fathom (depth of water).
120 fatlioms make 1 cable-lenisth. 7 cable-lengths make 1 mile. 646 acres make 1 square mile.
30 stuare miles nake 1 township. 4 farthlugs make 1 penny (marked d), is pence make I shilling (marker s), 20 sblilings nuke 1 jound (marked $£$ ), 21 shullings make 1 muinea. 5 shillings make 1 crowi.


## COMPARATIVE TIMES AT VARIOUS POINT; THROUGHOUT THE WORLD

Prepared and Publichad by Permition of tho Commercial Cable Company, New York.
EXAMPLE: - You are, day, in Naw Yoan, It Ia 11 P.M, and
at the Yoxoriaya column, if P. M., run your Inger horizontally slong the line of Dis In Yoworama if
 $=-2=0$, the minuted witer tha hour can be carried mentally.


## DISTANCEX AND MAIL TIME

##  

| By Pomtal Route to- | Milew | Daye. |
| :---: | :---: | :---: |
| Adelolde, via $\operatorname{san} \bar{F}$ | 12.845 | 0 |
| Amexidaria, via London. | \%,150 | 13 |
| Antwerp, tig London | 4.000 |  |
| Arhent ria london | 8.686 | 12 |
| Bahia, Brazil | 8.870 12.000 | 21 |
| Aatevis, Jeve, via London | 12,800 | 34 |
| Berlin, tha london | 4.885 | 0 |
| Bombey, tria London | 9.765 | 24 |
| Buenon Aytes, vis Londón | 8.045 | 28 |
| Buenee Ayree. | 8,045 | 25 |
| Calcutte, via London | 11,120 | 26 |
| Cope town, via Lond | 11,248 | 11 |
| Forence, tha Londor | 4.800 | 10 |
| Glatrow | 3,375 | 10 |
| Greytown dia New Orieans | 2.810 | 7 |
| Halifex, N. 8.8. ${ }^{\text {manburs. }}$ | 648 4.340 | $\stackrel{3}{8}$ |
| Hamburg, direct | 4.820 | 9 |
| Hivene. | 1413 | 3 |
| Honolulu, via gan Frincisco. | 10,648 | ${ }_{13}^{25}$ |
| Liverpool ...... | 3.540 |  |
| London, via Queenstow | 3.740 | 8 |
| London, via southampton. | 8,760 |  |
| Melbourne, via 8an Francisco | 12.263 | 32 |
| Mexico City (Ralliond) | 3.750 | 8 |
| panems | 2.335 |  |
| Paris de jo...ir | 4.020 | 8 |
| Rome, via London | 8,030 | ${ }^{2}$ |
| Rotterdam, via London | 3,935 | 9 |
| 8t. Petersbure via London. | 8,370 | 10 |
| 8henthal, via Ben Francisco | 9.720 | 25 |
| Sydney. via San Francisoo |  | 31 |
| Valparalso, via Panam | 8,010 | 37 |
| Vienns, via london | 4.740 | 10 |
| Yokohsma, via Ban Francisco | .7,348 | 20 |

## OOENT DISTANOE



DISTANCEA AND MAIH, TIME
Distancen, Min Timo, Pasconger Paros and Variations of Timo betweon New York Olty and Prineipal Pleces in the United Intotes

| Nakea of Citiva. |  | Mail Timé |  | Alailymil Furow from N. 1. |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Albany, N. |  |  |  |  |  |
| Ashimer | 888 |  | 15 | 83.10 | $1: 01810.8$ |
|  | 188 217 |  |  | 6.20) | 11. 18.8 A.M. |
| Charlekton. | 410 |  | 30 | 4.fis | 1: 12 l |
| Chicaro, Ill | 804 |  | 15 | 91.23 21.00 | $11.41)_{\text {A M }}$ |
| Cincirnati, Oi | 913 | 25 |  | 20.00 | 11.318 A.m. |
| Covernnul, Oh | 744 |  | 30 | 18.00 | 11.14. A.s. |
| Contiord, N | 624 |  | 30 | 13.64 | 11:20 A.s. |
| Denver, | 293 |  | $\ddot{30}$ | 16.25 7.15 | 11. ${ }^{\text {j }}$ A.s. |
| Dea Moine | 1,9:10 |  | 30 | 80.8 | 12.10 19.4. |
| Potrolt, ${ }^{\text {Pay }}$ | 1.257 |  | 30 | 31.20 | 10.J2 A.s. |
| Galvexton, | 744 |  |  | 18.60 | 11.14 A.m. |
| Harrisburg | 1.789 |  | 30 | 40.25 | 11.15.30 A.8. |
| Hartord, | 182 |  | .. | 8. 10 | 19.30 A.4. |
| Kansas. Cit | 80\% 2 | 23 |  | 2.9.95 | 12.04. |
| Leavenworth. | 1.302 | 3 3 | is | 32.80 | 11.12 А.м. |
| Litte Bock | 1,360 1 | 41 | .. | 3\% | 10.35 A.s. |
| Memplisile | 1.200 |  |  | 42.45 | 10.47 A.M. |
| Milwaukee. | 1.163 | 40 |  | 32.00 | 11.14 A.s. |
| Moblle, | 1085 | 9 | is | 23.00 | ti. 05. |
| Nashvomery | 1,057 <br> 1,057 <br> 1.50 | 0 | 0 | 40.75 | 11.0. A.s. |
| New Ortio | 1, 998 | 3 | 0 | 32.00 20.45 | ${ }_{11} 10$ A.M. |
| Norfolk, | 1,344 40 | 0 |  | 42.75 | ${ }_{10} 11.00$ A.M. |
| Omaha, N | 1, 480 <br> 1,383 <br> 18 | 5 20 | 0 | 2. 510 | 10.51 A.M. |
| Pittsburs. | 1,303 <br> 90 |  |  | 30.06 | 10. $32 \mathrm{~A} . \mathrm{M}$. |
| Portiand.' ${ }^{\text {a }}$ | 431 | 3 |  | 12.50 | 11.55 A.M. |
| Providence | 325 <br> 189 |  |  | 9.00 |  |
| Bactame | 1894 ${ }^{6}$ | is |  | 5.00 | 12.10 P.M. |
| 8t. Louls, Mo. | 3,009 10:3 | 30 |  | 12.85 38.00 | 11. 411 A.3. |
| St. Paut, Mi | 1.048 |  |  | 24.25 | $8.50 \mathrm{~A} . \mathrm{M}$. <br> 10.55 A |
| Salt Lake Clty, | 1,309 ${ }^{\text {2,42 }}$ | $\dot{30}$ |  | 31.35 | 10.35 A.M. |
| Eavannah G | 3.250 100 |  |  | 15.50 | O.2N А.м. |
| Springfleld, | ${ }^{005} 26$ |  |  | 5.00 |  |
| Trenton, N. ${ }^{\text {V }}$ | 1,050 35 <br> 87  |  |  | 24.00 |  |
| Washington | 1,288 50 |  |  | 1.75 | 11.54 A.s.s. |
| Wheeling, $\mathbf{W}$. Va. | ${ }^{228} 86$ | 30 |  |  | 10.53 A.s. |
| Wilmington, Del. |  |  |  |  |  |
|  | 117.5 | 15 |  |  | $\begin{aligned} & 1133 \text { A. M. } \\ & 11.54 \text { A. } \\ & \hline \end{aligned}$ |

Note.-As the fares by railway are constantl- varring aod thwo tables valy sobuth what by different trains, the mail time and passenger fares above given are to be taken as approximately correot.

## TABLE SHOWING DISTANCES AND RAILROAD FARES FROM CHICACO TO ALL PRINCIPAL CITIES OF THE UNITED STATES AND CANADA.

(First-Class Fare only is Given)

| CITIRS | MLLx | TARE | cities | MILIES | Fall |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Akron............... 0. | 868 | 8675 | Dunklrk . . . . . . . . N . $\mathbf{Y}$. | 800 | 11050 |
| Albany.................. | 804 | 15 k 0 | Duluth . . . . . . . . Minn. | 478 | 915 |
| Abuquerque .........M. | 1.39] | 3560 | Elyln ............... III. | 86 | 74 |
| Allegheny clty..... Pa. | 1.467 | 950 | Erle................Pa, | 452 | 850 |
| Allentown..........Pa. | 916 | 1800 | Evannvile .......ind. | -287 | 575 |
| Alllance............. 0 . | $3 \times 5$ | 75 | Fall River........ Mass. | 1.694 | 2200 1265 |
| Altoona............. Pa. | $6 \times 6$ | 1343 | Farko ............ ${ }^{\text {N }}$. ${ }^{\text {d }}$ | 645 1.043 | 1265 2780 |
| Annapolla. . . . . . . . Sld. | 834 | 1560 | Fernandina . . . . . Fla. | 1.043 | 2780 |
| Atlanta............ Ga. | 783 | 1930 | Fitchburg ......... ${ }^{\text {asers. }}$ | 148 | 1900 375 |
| Atlantle Clty.......N.J. | 886 | 1925 | Fort Wayne . . . . . ind. | 148 | 36 645 |
| Atehlson........ Kan. | 8566 | 9250 |  | 557 | 1140 |
| Augusta........... Me. | 1.1422 | 2250 9290 | Fort Wortb .......TTex. | 957 | 2125 |
| Augusta ........... Ga. | 905 | 2290 | Fort Wortb .........ex. | 368 | 165 |
| Aurora............ 111. | 37 937 | 2515 | Franzlort . . . . . . . . . . . . 111. | 114 | 226 |
|  | 1.263 | $23 \times 5$ | (ialveston . . . . . . .Tex. | 1,152 | 2580 |
| Baltimore ...........Md. | 792 | 1750 | GalesturR.......... 111. | 164 | 228 |
| Battle Creek.......Mleb. | 164 | 328 | Gettyrburg ........Pa. | 771 | 1750 |
| Bay City..........Mlch. | 296 | 565 | Grand Raplds ... Mlch. | 178 | 350 <br> 14 <br> 14 |
| Bellalre.............. 0. | 469 | 940 | Grenada......... M Msis. | 518 | 1874 |
| Berlln.............. Ont. | 445 | 980 | Green Bay. . . . . . . Wls. | 198 | - 805 |
| Blrmingbam . . . . . Ala, | 655 | 1700 | Greenville.........Tex. | 905 | 1965 |
| Bostoll . . . . . . . . Mass, | 1,004 | 1900 | Hamilton......... Can. | 472 288 | 1050 640 |
| Bridgeport...... Conn. | 968 | 2100 | Hamilton . . . . . . . . . ${ }^{\text {Mo. }}$ | 228 | 640 5 |
| Huffalo...........N.Y. | 523 | 1050 | Mannlbal.............. | 716 | 1725 17 |
| Burlington ..........18. | 207 | 412 | Harrisburg .........Pa. | ${ }^{716}$ | 1725 |
| luurllngton.......... Vt. | 1,095 | 2119 730 | Harliord ........ Conn | 963 | 1290 |
| Cairo................ 111. | 365 | 730 675 | Hamtngs.........iven. | 1,034 | 1975 |
| Oanton............... ${ }_{\text {Cape }}$. | 367 908 | -6\% 60 | Melena................ Mont. | 1,562 | 4050 |
| Cape May ${ }^{\text {Cedar Raplds .........ia. }}$ | 903 271 | 20 455 | M10t Springe........Art. | 688 | 1400 |
| Cedar Raplds ......i.i. | 1,103 | 2630 | Holly Sprlnge ... Mles. | 543 | 1283 |
| Cbattanooga....Tenn. | $50 \%$ | 1520 | Houston..........'Tex. | 1.102 | 2435 |
| Cbeyenne........ W y | 1.000 | 2865 | Hudson...........N.Y. | 836 | 19.31 |
| Clneinnati . . . . . . . . 0 . | 300 | 500 | ludianapollb...... Ind. | 183 | 870 |
| Cleveland........... 0 . | 3239 | 675 | Iowa Clty..........1a. | 237 666 | 475 1580 |
| Columbus.......... . 0. | 314 | 700 | 1thaca.............N.亡. | 666 1.083 | 1630 2615 |
| Onunrl1 Blufis..... 1 1a. | 488 | 975 | Jacksonvllle .......Fla. | 1.083 780 | 2815 2200 |
| Columbia . . . . . . . S.C. | 837 | 2570 | Jankgen. . . . . . . . . Misa. | 730 209 | 2200 400 |
| Concord .... ..... N.H. | 763 | 2225 | Jackson.......... Mich. | 209 91 | 180 |
| Oorsleana .........Tex. | 975 | 2825 |  | 375 | 770 |
| Crestllne . . . . . . . . . . . . Dallas. Da. . . . . . . | 280 7150 | 685 21825 | .lefferson Clty ..... Mo. | 376 37 | 770 74 |
| Davenport...........1a. | 183 | 875 | Kalamazoo..... Mlob. | 141 | 283 |
| Dayton ............. 0 | 265 | 640 | Kansas Clty . . . . . . Mo. | 458 | 9 500 |
| Lecatur .............1] | 170 1118 | 340 | Keokul.............ia. | 656 | 500 1390 |
| Denver .......... Colo. | 1.118 | 220 | La Crosee. . . . . . . . . . Wls. | 280 | 560 |
| Des Moines .... . 1 m M. | 317 211 | 700 500 | Lake Genevs......Wls. | 85 | 147 |
| Dover ...................... | 021 | 1875 | Lancaster.......... Pa. | 754 | 18.25 |
| Dubuque............Ia. | 188 | 375 | Lansing, . . . . . . . . Micb. | 220 | 117 |

Note.-In states where the fare is fixed by law at 2 cents per mile, as in Illinois, Iowa, Minnesota, Wisconsin, etc., tickets

DISTANCES ANI RAILWAY FARES

| CITIES | MLE8 | FAkE | F Cities | MIINK | FAKE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Leadville $\qquad$ Colo. | 1,169 |  |  |  |  |
| Lesvenworth.....Kan. <br> Lexington | . $\begin{array}{r}1.169 \\ \hline 549\end{array}$ | 306 920 | 0 Quiney . . . . . . . . . . |  | 3 525 |
| Lincoln ..............ive | 876 | 840 | 0 Ralefgh. . . . . . . . . . . . . | 162 | 124 |
| Littie Roek............Ars. | 650 | 11.10 | 0 Rlehinond | 1, 154 | 2785 |
| Logansport............Ind. | 6\%8 | 1280 240 | 0 Richmond | 223 | 450 |
| Long Branch .......N.I. | 116 | 240 20400 | 0 Rocklord........... 1 l a. | 人2)1 | 1900 |
| London.......... (an. | 899 | 925 | Roehester........ N. . ${ }^{\text {R }}$. | fin | 11 |
| Lyons ................. ${ }^{\text {a }}$. | 2, 2137 | 5958 | \|Rome..............ini. | 1411 |  |
| Madison ..........ind. | 1378 | 274 5 | San Antonlo.......Tex. | 1.213 | 15 <br> 346 <br> 60 |
| Madison ........... Wis. | 138 | 645 260 | Saginaw....... Mieh. | $1.2 \times 3$ | 3450 54 |
| Manchester........ ${ }_{\text {M. }}^{\text {M }}$. | 611 | 1414 | Sait Lake City ....Cal. | 2.85 | 598 |
| Mantown | 821 | 21 95 | Santa Fe..........N.M. | 1.56 | 3920 |
| Marquette . . . . . . . Mich. | 162 | $3{ }^{3} 4$ | Sandusky............... ${ }^{\text {S }}$ | 1.312 | 4105 |
| Marshalltown.......Ia. | 2x\% | 715 875 | Savamnah ..........ria. | I.00\% | 6350 |
| Bemphis ........Tenn. | 624 | -1590 | San Franclaco... Cal. | 2.811 | - 59 |
| Minwaukec......sith. | 245 | 500 | Sherman ........ ${ }^{\text {a }}$ asili. | 2.215 | $5 \times 10$ |
| Minneapolis ....... Wis. | 85 | 170 | Shreveport ......... Tex. | 871 | 12.55 |
| Moline..... . . . . | 402 | 800 | Sloux City ............. | 815 | 1740 |
| Montpeiler........... 111. | 165 | 330 | Springfie | 510 | 1020 |
| Boatgomery........ Ais. | 1.224 | 1900 | Sprlngtield, ............. | 300 | ${ }_{8}^{18} 45$ |
| Moblfe.............AAla. Ala. | 793 973 | 1990 | Springfield........isins. | 1.5 | 870 |
| Montreai............ Can. | 973 837 | 2200 | Spokane Fails.. Wasi. | 1235 | 1900 |
| Mureatine............Is. | 811 218 | 1800 | Steuberville... | 1.914 | 5050 |
| Nashville.........ienn. | 211 | $4{ }^{4} 25$ | St. Louls . . . . . . . . . . . ifo. | 426 260 | 8.50 |
| Nebraska Clty ...Neb. | 498 | 1070 | St. Paul . . . . . . . . Minn. | 410 | 580 800 |
| New York........ N.F. | 913 | 1800 | St. Joreph. . . . . . . . . | $46 \%$ | 1250 |
| New Orleang. ....Conn. | 915 | 20.5 |  | 673 | 14 48 |
| Newark............ ${ }^{\text {La }}$ | 912 | 2300 | Taliaharree.... Wash. | 2,811 | 5500 |
| Newark................ | 865 | 730 | Terre Haute.........far | 1,033 | 77 |
| Newark.................... | 905 | 1800 T | Texarkana . . . . . . . ind. | 178 | 380 |
| Newport .................I. | -927 | 1800 | Tjifna..... . . . . . . . . . . . 0.0 . | 73 | :120 |
| Newport................... | 1.044 | 2200 |  | 254 | 595 |
| Njagara Fails....... ${ }^{\text {NY Y }}$. | 81300 | 500 | Topeka................... | 2013 | \% 50 |
| Ogden........... Utah. | 1.518 | 1050 | Toronto . . . . . . . . . . . Can. | 504 500 | 1100 |
| Oqdensburk ...........Y. | 1.518 |  | Trenton............. N.I. | - | 10 19 0 |
| Omaha ............ Pat | 498 | 9 | Urbana .................... | Nin | Is 15 |
| Ottawa | 497 | 1000 | Utfa | 267 | 645 |
| Paradena..........Can. | 757 2,355 | 1800 | Viekrburg.......... $\mathrm{SH}_{\text {Viss. }}$ | 7 | 11504 |
| Patterson..........N. | 2,964 | 59 18 1800 | Vincennes... . . . . .inti | 2418 | 18 485 4 |
| Penracola..........1is. | 12,5 | 1200 | Waco.............Tex. | 1,031 | 4 |
| Peorz...................... Ind. | 155 | 310 W | West Polnt . . . . . . . n. N | ${ }^{16} 19$ | 17.50 |
| Phifariejplia.........ind. ${ }^{\text {Pa }}$. | 139 | $\begin{array}{r}310 \\ \\ \hline\end{array}$ |  | 916 | 1800 |
| Plne Bluff............Arti. | ${ }^{\times 203}$ | 1825 W | White sountains is.H. | 48 x | 875 |
| Pittsburg.................Pa. | 633 468 | 1900 W | White Sul.Spgr. W.V. | 1.03 | 19 t5 |
| Portiand. ................Pa. | 1.114 | ${ }_{2050} 50$ | Wilmington . . . . . ibel. | fill 980 | 1470 |
| Portiand..........ire. | 1.114 |  | Vinona...........iilnn. | 904 | li 00 |
| Port Muron. . . . . Mirh. | 335 | ${ }^{6} 50$ X | Cenia | $\times 45$ | 25 70 |
| Purtsmouth | 413 | 900 | Tankton... | (2x) | (i) 45 |
|  | 1.107 | 22 (i) Yn | oungatown . . . . . . . . .) | 514, | 11.50 |
| Quebec.............. Can $^{\text {a }}$ | 1.107 | $2{ }_{20} 15 \mathrm{Za}$ | anesville............ ${ }^{\text {a }}$. | $3!4$ | 780 700 |

must be purchased or former rates may lee collected. The law where enacted.

## VALUABLE MISCELLANEOUS MATTER

## Line of Perpotual snow

The line of perpetual snow varies with latitude, and is as follows in fect above sea-level.

| Latitude | Feet | Latitude | - Feet |
| :---: | :---: | :---: | :---: |
| 0. | 15,200 | 40. | 9,000 |
| 10. | 14,764 | 150. | 6,334 |
| 20. | 13,478 | 60. | 3.818 |
| 30. | 11,484 | 170. | 1,278 |


| Longest Rivers |  |
| :---: | :---: |
| Missourl-Mississippl | milips |
| Nile. | 4,020 |
| Yang-Tze. | 3.158 |
| Amazon. | 3.063 |
| Yenisel. | 2,960 |
| Armur. . | 2,920 |
| Congo............ | .2,883 |

## Deopest seas

Missourl-Mississippl. . . . . . . . . 4,184
Nile............................... 4.020
Yang-Tze..............................158
Yenisel . . . . . . . . . . . . . . . . . . . . . . . 2,960
Amur.
2883

## A OHNTURY OF PROGRESS

The nineteenth century received from its predecessors the horse. We bequeath the biogcle, the locomotive, and the automohile.

We received the grosequill, we bequeath the fountain pen and typewriter.

We received the soythe, we bequeath the mowing maohine.
We received the siokle, we bequeath the harvester.
We received the hand printing press, we bequeath the Hoe oylinder press.

We receired the painter's brush, we bequeath lithography, the oamera, and oolor photography.
We received the hand-loom, we bequeath the cotton and woolen factory.
We received gunpowder, we bequeath nitro-glycerine.
We received twenty-three ohemical elements, we bequeath eighty.
We received the tallow dip, we bequeath the aro light.
We received the galvanio battery, we bequeath the dynamo.
We received the flint lock, we bequeath automatio Maxims.
We received a sailin: hip, we bequeath the steamship.
We received the beacon signal fire, we bequeath the telephone and wireless telegraphy.
We received leather fire-huckets, we bequeath the steam fireengine.

## CANADIAN CENSUS

## CENSUS OF CANADA, 1911

Population and area in square miles according to the official report of the Census of 1911, compared with the popuiation ( 1801 ,


PRINCIPAL TOWNS AND CITIES OF CANADA
Llaving a population of 1500 or over 1911 Census
ALBERTA,


CANADIAN CENSUS


STATES AND TERRITORIES OF THE UNION Salaries and Terms of Governors, Areas, Dates of Admission, Thirteen Original States, Popuiation in 1900 and 1910, and Eiectorai Vote

aras of new possessions not inciuded in above ilist states,
9,000,000; Guam, Guam, 150; Tutulia and isleta, 79, Popuiati Philippiaes, 140,000
toklahoms and about 8,681; Tutulia, 5.800. 79. Population, Philippines, about
1907.
$\$$ April, 1911 the
increase of membersblp from 291 to 433 apportioned blli providing for un according to 1910 censur-one for each 211,877 .

## PRINCIPAL CITIES OF THE UNITED STATES

## 1910 Centus

The fullowing linc namew apuraximutely alf citles In the Unted staten having ten thouand of more Inhailtantr The numerala at eatrente right of column are thi 1010 census agurom or receut odthelat extmaten of poputation．

|  |  |  |  |  | 02.104 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Aslama，Mana，．． | － 18.1800 |  | 17，3is | Dasilniry Comin， | 211，234 |
| Adrian，M |  | licoston， |  |  | 27，871 |
| Akr |  |  |  |  |  |
| Alme |  | Bradford，1＇a | 19,54 | Daveruprt，1a．．． | 43.028 |
| Alhan |  | irinseport，co |  | Devatur，iji．．．： |  |
| Albuqueritue， |  | Bridgetion， |  | Denlson， |  |
| Alexangr | 11，213 | Hrock |  | Deav | 213，381 |
| Allentown， | 15， $1121:$ |  | 27，717 | Den |  |
| Allance， 0 ． | 15，1143 |  |  |  |  |
| pe | 12. | Huctalu， N ， | 42：3，75 | Thuper，N． N I．．．． | 13.247 |
|  |  | 1larllugtob，If |  |  | 12，63 |
|  | 5i． 126 | Ruring tim |  | paluth， | 7\％， 768 |
| Anacoodn， M | 10，134 | ${ }_{\text {Rutler，}}^{\text {Rut }}$ | 20， 728 |  | 17，221 |
| Anderson， |  | Cal ${ }^{\text {c，}}$ ，II | 1i， $5+8$ |  | 17，615 |
| Ann Artor，${ }^{\text {a }}$ |  | cr minel，vile | 3＜，1，¢0 | Durism， N ， |  |
| ${ }_{\text {A }}$ |  | ¢ amlirilge， |  |  |  |
| $\hat{A}_{1}^{n}$ |  | cummir idge | 11，327 |  |  |
| Argen | 11，1：18 | cantun， nii | ค， | Kant Liverpool， 0 ， |  |
| Aahury | 10，150 |  | 00.217 |  |  |
| Asherilie，${ }^{\text {a }}$ ．${ }^{\text {c }}$ | 18，762 |  | 17，0411 | Rant l＇rovilence， |  |
|  | 11，5194 |  |  |  | 50 |
| Ashtah |  | C＇edar itaplin，ia． | 32， 311 | Eart Saling |  |
| Atchison |  | Centrus Fulla，th．1． |  | Enin Clatre，wils |  |
| Athenim， | ${ }_{154}^{14.013}$ | Charmatursh | 11， 1 （4） | Elala， DH ． | 18，．310 |
| Attontlecity | $15+, 834$ 46.150 | Cham | 12，421 | Elanbeth，N．$j$ ． | 73，400 |
| Attleboro． | 12，4011 | Char | S8， 88.3 | Eikhart， 1 |  |
| Aulur | 15，004 | Charlotte， N ． | 2f 4,014 | Elmirt | 37．178 |
| Auhurn，N．Y， | 34， | chillinuo |  | Elwiond， |  |
| Augusta， | 41.1 | Ch | 4－，614 | 81 | 14，825 |
| Aurot | 20， 207 | Chimeter， | ${ }_{32.452}$ |  | 13，709 |
|  | 20，M10 | Cheyellin | 38， 1137 | Er |  |
| Bakurifleld，cai． | 12，727 | Clitenat | 11，320 | Facqnaba， |  |
| Batilmer | \％in | Chleag |  |  |  |
| Bang |  |  |  |  |  |
|  |  | Chickama，＇oklia． | 10，3⿺𠃊⿳亠丷厂犬 | E．verett |  |
| ${ }_{\text {Matavia，}}$ N．${ }^{\text {Naton Pinge，}}$ | 11,011 $1+887$ | Chtreme，Mnms． | 27．401 | －verett，Manal．： | 33.484 24,814 |
| Battle Cre |  | Cicurn， 111. | 14．504 | Pall River． |  |
|  | 28， 207 | C／n | 3（13，, m 11 | Firko． | 10，295 |
| Ray |  |  | 10，36＋ |  |  |
| 崖 |  |  |  | Fite |  |
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| seaver Pal |  | Mintan，Ma |  |  | 38，550 |
| 3ella | ＋1 | Coatrsvile． |  | Find ilu Ler，Wls． | 18．in7 |
| Rellevilic，III |  |  |  | Furt Do | 15，543 |
| selling |  | colures． | 12.1087 24.708 | Fnrt |  |
| Wa | 2 | Colorido ${ }^{\text {Spr }}$ |  |  | 23，075 |
|  |  |  |  |  |  |
| k | 41， 434 | Columida， | 11．4．74 | Fort W |  |
| esяurimer，A | 11．iset | colminda， |  |  |  |
| ethl |  |  | 20．54 | P | 10．411 |
| Mr |  | \％ | 181.511 |  | 17．567 |
|  | 17．4T： |  |  |  |  |
| m | 10，031 |  |  |  | 10．480 |
| Mnyliamion， $\mathrm{S} . \mathrm{Y}$ ． |  | tland． v ．$\ddot{Y}$ ： |  |  | 10，657 |
| gham， |  | nell 1untrs， | 11，${ }^{\text {a }}$ |  |  |
|  | 1132， $1 \times 81$ |  | 29 |  | 13，011 |
| aminela， $\mathbf{N}$. |  | r |  | rfield． | 10，213 |
| soomington，11， | 25，768 ${ }^{\text {c }}$ | uinberland，Md． | $\begin{aligned} & 21,171 \\ & 21,539 \end{aligned}$ |  | $16.812$ |

## PHINCHPAL CITIES OF THE UNJTED STATES $\rightarrow$ Contle－ッף

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（3lobe Yrig．．．．．．
Mrancenter．Mann
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MJel．
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14．507 Lyng，Mas，V

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12．821 Marcin．Gi．．．．．．．
12．877 Mallmin．Wh．．．．．
12.448 Mahaniy CJJy．
14.802 Man．

21， 202 Malden，Muм ．．．
15，776 Manchester．N． $\mathrm{j} \%$ ．

| 57.609 | Manister，Mle． |
| :--- | :--- |
| 15．32b． |  |

15，32G Mankato，Mint．
13，817 Mansfleld，O．．．．
13，804
10．412
207.770

10．4 Marguette Mas．
10．447 Marquette，MJeh．
65．4N2 Marsliajitown．i．
34．670
34.670
32.078
MartJnsturra，

99．437 Mason CJty；
13，988
Maltomilu．
18，059 Melrove，Maks．．．

W：

I'HNCIPAL CITIES OF THE TSITED ETATES-Conllnued

|  | - 20,367 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| N |  | 10 |  | Trure İaule, ind. | 58, 107 |
| Jil |  |  |  | Tlena, 0 | 11, $\mathrm{NH}-$ |
| den. | 25,580 |  | , 34.38 | To | 6, 4197 |
| Ofanmbura, | 18, mad | Home, | 12,0w | Jorringlon, Cona. | 15,48:1 |
| 1 HL Cll | 15,657 | flome, N | 20,407 | Trzferm Cliy, | 15,48.1 |
| Oklrhoma, Okla, | 64,200 | Lutlzul, | - 15,046 |  | 2.115 |
|  | 11,324 |  |  | Trenton, $\mathrm{N}_{\text {c }} \mathrm{J} . .$. | 08,M15 |
| Onzza | 124,000 | Elaclnaw, Mcl | - 840.1810 | Trinidad, Colo.. | [13,241 |
| Jrange | 2y, (ain) | 8t, Cloud, M1nn. | 10,600 |  | 78,N13 |
| Onhkosli, | 33,432 | 3t. Jemeph, B10.. | 77, 4t3 | Tuln, | 1\%, $1 \times 1 \times 1$ |
| Janlnlug, |  | At, Louln, Mo., | 087.1029 | Tyler, Te | 10,417) |
| Ottumwa, jowa | 23.012 | bew, | 14.607 4.607 |  |  |
| Oweraboro, $\mathrm{KJ}_{5}$. | 10,911 | Kalem, Or | 1-,004 |  | 13,344 |
|  | 22,700 | Salt |  |  | T4,413 |
| Palesilne, | 10,482 | San Angelo, Tex. | 10,321 | Yal |  |
| E'zrla, Tex | 11,209 | San Antorlo Tez. | (14,614 | Ylekzhur, Mian. | 11,3+11 |
| Harkerkb |  | San Bernardino, |  | Vlaceunea, Ind. . | 14, M143 |
| Parsona, |  | Ca | 12.779 | Vlrginla, Mlan.. | 10,473 |
| I'anadena | 30.4141 | Sandurky, Oblo., | 19,1880 |  |  |
| nraic | 64,773 | San Franclaco, |  | Wakebelf, Maz. | 11.310 |
|  | 125,000 | Cal, ... |  | Wabla Walla, |  |
| Pewturkel], 11. J, | 61,422 | Flan Jone, Cal. . | 24. | Wat | 10,304 |
| P'eeknki | 14,2111 | Nanta Harhara, |  | Waftham, Mass, | 27,N:4 |
| I'rusacolt | 22,082 | Santa crux, Caí, |  | Warrin, | 11,081 |
| Peorla, il | 63,950 | *hratoga Sprlagy, |  | Washington, b.', | 11, (1) <br> 331 01+3) |
| Perth Am |  |  | 12,003 | Washloxton, in'. | $\begin{aligned} & 331,0453 \\ & 1 N, 774 \end{aligned}$ |
| Peru, | 32,121 | Sauli Ste. |  | Waterturs, Conn. | 73,1+1 |
| P'eterslum | 24,127 | Saval | 12,015 | Waterloo, Jowa.. | 211,09:1 |
| l'hlladelp | 4, 1900 | schenectady. |  |  |  |
| Phllllpsburg, N.J. | 13, 1203 | N, Y.... | 72,828 | ertown, Mara, | $\begin{aligned} & 12.810 \\ & 20,730 \end{aligned}$ |
| 1'huentr, Ar | 11,134 | Scranlon, Pa.... | 129,N17 | WatervIIP, M. | 11,458 |
| Pineniluf, At | 10,743 18.102 | Sexlte, Wash... | 237.194 | Watervilet, N, ${ }^{\text {Y, }}$ | 15,174 |
| J'luta, Ohf | 13,388 | Selma, | 17, 13.429 | Waukegan | 18, (0+H) |
| F'ltalurg, Kxn. | 14,756 | Shamokl | 19,588 | Wauanu, | 16,563) |
| I'litalurg, Pa , | 5ili, ${ }^{\text {a }}$ | Sharon, | 15,270 | Waycrons, | 14,485 |
| jlitatield, Msat. | 32.121 | Shawnee, okil., | 12,474 | W | 11,817 |
| ijttrion | 16,267 | Shbobygan. Wls, | 203,398 | Weeha wike | 11,229 |
| tnhure, N. Y. | 20,650 | Shenandoah, Pa, | 25,77 | Weat Chealor, J', | 11,767 |
| Plymonth, Mana, | 11,2140 | Sherman, Tex: | 12.412 28.415 | Westaela, Mian, | 15,004) |
| Plymoulh, Pa | 16,006 | Slour Clty, Jowa: | 47,829 | We t Hoboken, |  |
| comona, Cal | 10, 2107 | Slouz Falia, g.D. | 14, (12) 4 |  | 33,413 |
| Pontlac, Mich. | 14,532 | Nompryllle, Saga, | 77,246 | Ne |  |
| Porl Chenter, $\mathrm{N}, \mathrm{s}$. | 12,809 | Nouth Bend, Ind. | 53,684 |  | 13,510 |
| 1'orl Iluron, Mleh |  | South Rethlehem, | 19,077 |  | 10,080 |
| Portland, |  |  | 19,873 | Wheellog, W. Va , | 41,641 |
| Portland, Ore.. 2 | 207,214 | Mat | 10,210 | Wh lle Plalns, |  |
| Pertamouth, N.11. | 11,203 | Soutl Omzha, Neb. | 10,250 |  | $\begin{aligned} & 15,949 \\ & 82,450 \end{aligned}$ |
| Portamonth, O.. | 23, ${ }^{3} 101$ | South Sharon, ${ }^{\text {che }}$, | 10,180 |  | 52,450 |
|  | 33,180 | Sparlanbura, S. | 17.017 | Pa. ... | 67,105 |
| Jottevl1 |  | Spokane, | 104.402 | W¢llkinslurg, Pa. | 18,024 |
| l'oushk |  | Npringfield, Maя日. | 88,078 | Fillismsport, Pa. | 31,88) |
|  | 27.936 | Surling beld, Mo, | 35,201 | Winmmantle, |  |
| Provldence, R. I. 2 | 224,324 | Sprlarfleld, O... | 46,921 | vilmin | 11,230 |
| Pueblo. | 44,395 | Ntamford, Conn, | 25,138 | Wirmingt | 87.111 |
|  |  | Staunloh, Va | 10,604 | F | 25,748 |
| [ | 30,787 | Steelton. J'a. | 14,248 | W | 8,483 |
| ชulncy, Mama... | 32,64근 | Steubenville 0 . | 22,391 | $\mathrm{N}, \mathrm{C}$. | 22.700 |
|  | 38.002 | Stllwater, Minn. | 10.198 | Wlnıhrop, Masa, | 10,139 |
| Rafelgh, N, C | 10,218 | Streat | 1 | Woburn, Masy. | 15.380 |
| reading, l' | 90,071 | yunbury, | 13,770 | Woonsocke1, it.I. | 38.125 |
| Redlands. Ca | 10.479 | Superlor, | 40,784 | Vorcester, Mass, | 145,080 |
| eno, Ne | 10.867 | Syracuse, N. Y.. | 137,249 |  |  |
| ansmelarr, N,Y. | 10.711 |  |  | York, |  |
| evere, Miss.... | 18,219 | Tacoma, Wash. | 83,743 | Onngalown | 79,066 |
| klehmond. Va... 1 | 127,028 | Taunton, Mass. . | ${ }_{34,782}^{37,299}$ | anesvjlle, 0. | 28,020 |

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## DOMINION GOVERNME.NT

## DOMINION OF OANADA

## Seat of Government-Ottawa

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ther, ©'M.S., M.V.O, ID. Nerretary-L.hot.-6Donil II. C. Law. chlo and comptrolifer of the sots cianards.
Aiden-de.Camp- M.V.O., Scots (immedx.
('antain wheutennt the llon
Intler, The Hons, D.8.0., Newt, Gro A. Itmmay, If.N., A.I.C.
Medleal Ofect Majer Brigade, A.I.C.
prirate Nencer-alajor F. 8 .

Clerky


Charles FItzpatrick, P.C., Adminiatrator-TM, Hiwht Itrm. NI


The cabingt. IIII IUth October,
(Malstry formed.
Premirer and presideut of
Priry Councti I Hon.
LLL.D., Kdird Borden,
Mininter of Trade and 12,000 Commerce-llon. and Eulax Foster, George D.C.L, Roster, 13.A.

Minister of the interio... IIon. W. J. Roche, M.D., Inlater of pubdic work -Hon. If. loger...
Minister of Palueapriand Conals - llon. Francls
1 in ochrane
Wmer of Finanre -iion.
Poutm. Thomas White... himanter Generat-lion. Louls IhJippe Pelletler
vinisicr oif $\mathbf{i} a \underset{i o n e}{a n d}$ Fisherien, and Mininter of the Natal Nerticelion. John D. Mazen,
Yinfiri of Justicen-iioa. "harles Justice-IIon. K. $\cdot$.. D.C.L. Li LI.D.

Minixifer of inditia and Pffruce-Hon. Samuel
serretary of state -ion. lonla Coderre, K.c.... Minfater of labour-ilion. Thomas w. Crothers,
Mintater of Iniant Re. Rry. chne and 3lues-llon WIIPrld Bruno Nantel K.C. . ................

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IIon. N. F'. Krive IK A.,
J. A. Longhewl $K$

Clerk of the frin urwes
 Asat. Cierk of the irity Comacil-F. K . Pren. netts
Serretarm for Iminciul and Forregn correwinhilend Prive. Matekenzlo Prarate Nife: pis pime Firnt Clase i. Bi: Molmt. Burke. IE. IB. Wrown It A. Nhye ti. Ki. Kizur. Cotlimp Ketlar. 11. W Iothrop, J. Mreitroy nad If. Thlanger.....
Commanafict ativer at rarts. ('anadn-एhilucu: thu
Immigration .Iyent - IRus: Wlatard Hegh comanxinseais orfier
 Canada-l.orl Strath.
serrefary - wilision i. Gettilth. 17 Vteturla st: London. England..... phor J. Tnylor-
 Obel. Smith...........


DOMINION PARLIAMENTS SINCE 1867.


[^6]
## SENATE OF CANADA

Hpaltef, Ifom. P. Lavory. Banual P. MT, O. Chamuav, Clont

natisona
Ifon. Williem Miller
 Arlchat $\qquad$
appolyt of
 DIP Rehant whe....Victoria, B.O..DNe. 18, Is97

4. C. Power.

"Then Mckey O. M.O. Boucherville . . Feb, 18 , 18 ,

is Domeld Mcimllion..... Aruro. N.8. . . Inece 24, 188




- P. Polrier . . . . . . . . . . . . KIngeton, O. . Jan. 20, 1ng
, A Montrea N. A., Mar. D, 1885
. A. Lougheed. . . . . . Calgary A... . Dma. I, 1688
ivior McLaren ...... Porth 0.... Dev. IO, Isig

18. Montplaiflr. ...... Three Rtver.... Peb, 21, IM00
A. A. Macdonald . . . . . Charlotitern, Q. Fab. 日, 1891
P. landry (Speaker. Chariothatown. May II, 1801
sir Mackenajo Elowed Mandiac, Q.... Peb. 28, 1802
") John X. KIrehhodier. . Brandon, M. .. Dec. 8 , 1802
(I, T, Bald
Jowiah Wroo '...... Perth Centre..Jum is 180
WIItam Owene . . . . . . . . Sockivilie, N. B.Ang. B, I805 Montread, $9 . . . J a n .8,1800$
" David Mackeen. .... 8 weetaburg, $\mathbf{q}$.Jan. 7,1800
Alifed A.Thlbaticau Montr, N.S...Fob. 21, 1806
Geo. A. Cox. .......... Toronto, $8 . .$. Aug. z2, 1800

Roous Dandurand... . Montraan, N.B.Doc. 18, 1800
J, B. R, Mont ..... Móntreal, Q...Jan. Ex I 200
John Yeo . . . . . . . . . . . Rmouski, \& ..Och 20,1807
Poter Nedw........... Port HIII...... Nov. IS, 180
J. P. B. Camney . . . . Moncton, N. B. Mar. 15,1890
R. Waton reln ... . Montreal, Q...Jan. so 1000

PInlay M. Young ..... . . Millerney Pralt. . .Jan. E9, 1800
Jomeph 8hehyn........ Kuehey X..Jan. s0, 1000
John V. Ehlla........... Que bec, Q.....Feb. Bo 1900
" Robt, Mckay.......... SIontreal, N. B., Sept. 8, 1900 Bir Lyman M. Jone........... Torontreal, Q...Jan, 21, 1001 Ilon. George MeHugh......20ronto, C....J.J. 21, 1901
"Boeph Godbouk. ... Lindey, O....Jan. 21, 1901
4. J. Roberton . . . . Beouce, Q....... April II, 1901

- P. P. Thompen.. .. . . Alontagne. .. . . Fos 8 . 1901
- Frederict I Pen...... Frederleton..... Feb 8, 1902
"Wrederick I, Belquo., Montreel, Q.... Feb, 8, 1902
- James Moltullen..... Bemmaville, O... Feb, 11, 1902

Jamen Mokullen. . . . . Mount Forech. Feb. 11, 1902

-timanewt opricen
Clerk, Mantor in Chancery and Trearurer -
Semuel \& BL. O. Chopleau ...................

> Deputy Clerk and Firct Clerk Astixicent., Man.....
> in.Chan. -R. W. Stephen.

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8,100
有 Thanelatorn- J. O. A, Crelghton.
Scoond Clerk Levitant-S. Lellìrre................. . . . . 2,950
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2,700
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Cinit Rowting ind Proceedinge-J, Chan, Youn. 2, 100
Chief Clerh of Committout-8yron Nicholennge 2,800

Clerk of Primats Billo-Alox, Soutter
Chif Dronal Tramalaton-J. B. Truitel. . . . . . . . . . . . 2, 100Second Freneh Translator-Jos. Boucherd .......2,190Third French Tranolator - Wn. Chapnman ....... 2,100
Accountant-C. T. Gibbu.2,100
Junior Clerk-A. D. Caron. ..... 2,680
Clerid, French Journals-A. Lh Oerneau ..... 1,600
Postmarter-Jeen 8. Choquette ..... 1,500
Houeckeoper-John Carletoo ..... 1.560
Doorkeeper -Joweph Larose ..... 1,600
Noworoom Reeper-A. P. F. Ralph ..... 1,200
Speaker's Mesuenger-E. .. Raiph ..... 1,200
Aspistant Clork of Stationery Abhe ..... 1,200
Junior Clerk-Arthur Hlode ..... 250


Conatel - 20 the Ecacureble the Genate of the Dominion of Casada, In Parlienient amembled.

THE DOMINION OF OANADA.

| Pacrimet ant Berlition | Dele 0 Or cimisation or Admienton |  Ondor.in-Council. | Aata, matariminsa. |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Watas | Laed. | Tutal. |
| Orfinal CoafocorationOntapio, Matbe. . . . . . . . . . . . Hova Moodo Now Brasmich Provinces edmiticedManltobe. | July 1, 1507  <br> i. 1, 1067 <br> "1 1, 1007 <br> $"$ 1, 1007 | $\left\{\begin{array}{l} \text { Brition North Amotle Act, Itwr } \\ \text { and tmpprial Froolamation, tind } \\ \text { May, loov. } \end{array}\right.$ | $\begin{array}{r} 10,294 \\ 10,117 \\ 7 \% \\ 74 \end{array}$ | $\begin{aligned} & 28,806 \\ & 31,764 \\ & 81,064 \\ & 87,011 \end{aligned}$ |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | - 16, 1070 |  tsio: Act Yedorel Parifment, chap. 9i statutes of 1570 and IS. N. A. Act, | 2,400 | C4, $2 \times 7$ | 72,732 |
| Ertiteh Columbla | 1) 20, 1871 | Imperinal Onter. In Counctl, 10th Moy, infl, on mblirem of the Lextalature of Britimh Columbla and adirece of Fiaderal Parltanient, acemion 1871. | 2,430 | 570, 101 | 578,650 |
| Prinee | " 1, 1873 | Imyertal Oxder In.Councli, 201h Junn, IUTS. |  | 8,104 | 2,181 |
| Now Provinow- | - Bepti, 1, 1903 | Act Federal Parliament, chap. 42; | 0.812 | 012,532 | 250,650 |
| A | "1,1003 | Act Podrral Parlioment, chap. 42; Eintutes of 1005 . | 2,500 | 201,100 | 253,540 |
| Horth Ticer Tow <br> at prownt oo | - 1, 1006 | Act Federal Purlioment, chop, 27 ; statutes of 1006, end l'roclamation, 2th July, 1pon. | 61,000 | 1,871,055 | 1,042,735 |
| Tulon Twrlier | June 18, 100 |  | 49 | 200,427 | (7,0 |
|  |  |  | 128,760 | $18,418,030$ | 744,00 |

[^7]PUBLIC DEBT OF CANADA,

| Jear | Total Dobt. | Total Ameta. | Nat Dabt. | $\begin{gathered} \text { Interees } \\ \text { pald } \\ \text { on Dobt. } \end{gathered}$ | $\begin{gathered} \text { Intorent reo'd } \\ \text { frovin } \\ \text { Inverinont } \end{gathered}$ | Rate of Intereat pald on Orom Dohe | Rater of Intareat rood trom inverfont | Net Rete of fintereot paid. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1877 | 174,076, 4 (1) | 41,440 | 133,230,209 | 10,797, 5188 |  |  |  |  |
| 1978 | 174,967, 858 | 4,505,100 0 | 140,802,000 01 | 7,048,883 6 | 601, 774 | 408 | 1.76 | $2 \cdot 06$ |
| 1870 | 170,485,871 21 | 28,498,485 56 | 142,090,187 30 | 7,194,734 14 | 608,5009 | 400 | 1.61 | $2 \cdot 9$ |
| 1800 | 104,61,4069 | 42,182, 259 of | 182,461,590 61 | 7,773,683 78 | 89, 702 of | 8.09 | $1 \cdot 97$ | $2 \cdot 6$ |
| 1081 | 109,881,587 81 | 44,468,767 11 | 189,508,780 40 | 7,501,14 88 | 761,612 48 | 8.79 | $1 \cdot 6$ | $2 \cdot 6$ |
|  | 203, $818,251 \mathrm{ch}$ | 31,709, 60119 | 163,061,050 78 | $7.740,80417$ | 814,009 77 | 8.78 | 176 | $2 \cdot 82$ |
|  | 209,159,19480 | 48,624898 | 168,468,714 46 | 7,088,658 01 | 1,001,101996 | 8.78 | $2 \cdot 8$ | 6.10 |
| 74 | 248,482,410 11 | 60,020,505 93 | 168,161,850 28 | 7,700,180 61 | 986,009 71 | 6.17 | $1 \cdot 6$ | $2 \cdot 78$ |
| 188 | 24,709,007 48 | 69,205,018 29 | 180,407,602 14 | 8,419,489 19 | 1,297,058 61 | 6.68 | 2.08 |  |
| 188 | 778,104,41 11 | 50,005,234 08 | 223,159,10700 | 10,157,008 66 | 2,209,078 91 | 8.71 | 4.68 | -19 |
| 1887 | 278,187,026 48 | 43,478, 85009 | 297, 814,77844 | 2,632,028 87 | 900,888 90 | 6.4 | 2. 16 | 2.18 |
| 1858 | 284,613,01189 | 40,962,483 781 | 294,681,358 18. | $0,828,31600$ | 989,025 88 | 8.46 | 1.88 | 6.19 |
| 1890 | 987,794,062 78 | 60,19,021 11 | 287,580,041 66 | 10,148,931 97 | 1,305,509 25 | 2.68 | $2 \cdot 80$ | $6 \cdot 7$ |
| 1800 | 280,112, 29510 | 49,679,033 33 | 297, 838,21177 | 9,886,811 16 | 1,002.871 26 | $6 \cdot 7$ | $2 \cdot 23$ | 9.90 |
| 1801 | 280, 000,2006 | 85,000,199 11 | 287,000,030 61 | 9,684,130 74 | 1,077,828 14 | 288 | $2 \cdot 17$ | 2.93 |
| 1894 | 296,388, 77410 | 54,201,850 60 | 241,131,434 44 | 9,763,078 04 | 1,020,419 ${ }^{1}$ | 20 | $2 \cdot 6$ | . 83 |
| 1893 | 300,044,624 74 | 68,076,485 18 | 241,681,039 61 | 9,800,888 46. | 1.160,166 61 | 8\% | 1.97 | 8.83 |
| 1894 | 308,348,029 96 | 62,104,904 48 | 246,183,029 48 | $10,212,69615$ | 1, 177,0889 | 81 | 1.08 | 2. ${ }^{181}$ |
| 1805 | 818,048,70487 | 04,978,877 78 | 283,074,927 09 | $10,406,2944$ | 1,476,04694 | 20 | 2.06 | $2 \cdot 87$ |
| 1\%06 | 325,717,080 73 | 67.220, 10818 | 258,407,452 77 | 10,508, 4299 | 1,770,000 66 | 623 | $2 \cdot 9$ | -80 |
| 1897 | 332,680,15185 | 70,001,634 87 | 201,638,506 46 | 10, 446,683 | 1,488,005 84 | 820 | $2 \cdot 08$ | $2 \cdot 76$ |
| 1800 | 338,378,984 29 | 74,419,883 32 | 208,950,509 91 | 10,816,757 80 | 1,513,654 68 | -10 | $2 \cdot 8$ | $2 \cdot 6$ |
| 1859 | 346, 100,902 54 | 78,887,466 04 | 200,273,466 80 | 10,855,111 84 | 1,600,447 9\% | $2 \cdot 14$ | 8.01 | 26 |
| 1900 | 940,206,079 92 | 80,712,173 03 | 205, 403,800 80 | 10,000,04620 | 1,685,000 61 | 200 | 2.08 | $2 \cdot 60$ |
| 1201 | 364, 73, 48882 | 66,269. 12886 | 2088, 880,00569 | 10,007,05485 | 1,784,850 70 | $8 \cdot 12$ | $2 \cdot 97$ | 8.08 |
| 1907 | 306,368,476 59 | 04,520,38687 | 271,829,089 68 | 10,976,035 16 | 1,802,294 09 | $8 \%$ | 8.00 | 8.87 |
| 1003 | 851,34,096 | 90, 73710080 | 201,608,088 87 | 11,068,199 17 | 2,020,063 04 | 20 | 0.08 | 8.47 |
| 1906 | 34,002,512 17 | 101,094,703 67 | $200,867,71860$ | 11,128,656 72 | 8,236,256 06 | 6.08 | 9.10 | 8.48 |
| 1005 | 977,679,570 80 | 111,454,413 20 | 280,224, 16660 | 10,050,118 05 | 2,105,031 41 | 81 | $1 \cdot 6$ | $2 \cdot 28$ |
| 1906 | 392,209,680 39 | 125,220,702 6t | 287, 012,077 76 | 10,814,097 40 | 2,140,618 06 | 878 | 1 '70 | 8.21 |
| 1007* | 379,986,826 09 | 118,294,998 13 | 203, 671,850 90 | 16,718,771 14 | 1,235,746 0f | 1.77 | 1.104 | 1.44 |
| 1008 | 408,207, 16828 | 150,240,238 41 | 277,060,850 84 | 10,975,6058 | 1,925,500 07 | 268 | 1.47 | $\varepsilon \cdot 21$ |
| 1909 | 478,545,427 09 | 154, 605,14785 | 123,030,279 17 | 11,004,584 28 | 2,256,04816 | 818 | 2.46 | 1.95 |
| 1010 | 470,003,046 0 | 184, 994,49068 | 236,268,506 86 | 18,00e, 16061 | 2,807,49404 | 878 | 2.08 | 8.18 |
| 1911 | 476,951, 507 |  |  |  | 1,000, \%20 | 交詨 | 1-24 | $3-3$ |

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## edUCATIONAL SYSTEM OF CANADA

## EDUCATIONAL SYSTEM OF CANADA

Universities and Coileges.-Ali the Provinces have uolversities or colleges, aod the provisions mede for hlgher edocation are exceptiooally good. There are speciel colleges for womeo and for agricultural instructioo. The priocipel universities are McGlii Uolversity, at Mootreal; the Uoiversity of Toronto; University of Queeo's College, Klogston; Laval Unlversity, Quebec eod Mootreal; Unlverslty of ManItoba; University of Ottewe; eod Delhousie Uolversity eod College, Hallfax, N. S.

Normal schools.-There are numerous Proviocial Normel Schools for the tralolog of teachers, and elso Normal Model Schools for hoys and girls.

Coliegiate Institutes and High Schools.-Under the British North Americe Act, 1867, the right to Iegisiate 00 matters respectiog education was placed lo the haods of the government of the separate Provinces, the rights aod privlleges of the denominetiooel and separete schools theo exlsting heing apecially protected. Each Provioce has adopted e system suited to its owo particuler oeeds, though there is much slmiliarity in the methods aod aims of ell of them. The system prevalling in Onterio will serve es an example: Eech of the hlgh schools (which form the Intermediste liok hetween the public schools and the unlverslties) Is menaged hy a Board of Trustees, eppointed folotly by the County eod Town Councils. In cities the Trustees mey he appoloted hy tbe City Counclis, or mey he elected hy geoerel vote of quelified electors. Separate School Boerds of Trustees have also the right to appoint Trustees. The Princlpal of the High School or Collegiate Institute must he a graduete of a British or Coloolel uolversity, eod certified es experlenced in teachlog. Puplls atteoding these schools are prepared for metriculation to the unlversities.

Puhlic Schools.-Each towoship is divided loto school sectloos of a suitehie exteot for ooe school; aod to each of these sectioos three Trustees are elected to manege its school affairs. In citles, towns qod vilieges, the schools ere managed hy a Board of School Trustees elected from the muolclpelity.

## THE SUCCESSION DUTY ACT.

## 

Thin Act appliea to tha Eatates of alf porsonay dying ather Int July, 1802
Tha word "property" Inolndes real and personal property of evers description and evory eatate on interear therela capabla of being dovieod or bequeathed by will of of panaing on the diath of the owner to hio holre or porsonal repreantetives.
The word "chlld" ahall be deamed to fuoluda any lawful ehlld of the deoemed or any llineal deacendant of wueh ohlibd or any permon or persona s.dopted before tha age of twelva yerre fy tha deccaurd as hia chlld or childron or any lufant to whom tha deceas ied for not luese than ton yeare immediately prior to his death atood in tha acknowledged rolationshlp of a parent or any inneal descendant of auch adoptod. child at atoreanald born hy lawful wedlock.
The phrase "aggregato value" means the value of the property atter the debtn, eneumbrorices or other allowances (ret out in the set) are dedueted therefrom and shall Include property situato outalde of the Province as wall as within.
"Dutiable value" means the vine of the property afler the debts, encuinhranoes or ocher allowances aro dedueted tharefrom,
In determining the dutiable ralua of any property the valus chalf be faksn es at the date of tha death of able funeral axpensee and tor bill made for reason. brences, but an allowance arail not lo mada (a) for debte incurrad by the deceased or encumbrances created by a dispooltion made by the deceased unlews such debts or ancumbrences wero ineurred or created bona Ade for full consideretion In monsy or moncy'a worth wholiy for the deceased's own use and lenefit and take shect out of hia interest. (4) For any debt in mspect whereof there ls a right to reinibursoment from any dett or sncumbrance charged upon once for the salue of the estats,
No duty shalt be levisble :-
(1) On any estate ths aggregate value of which does not exceed $8 t 0,000$. (2) On property devlsed or bee quenthed for religious, charitabile or educational purposes to be earricd on by a corporation or persons domicilled within the Province of Ontario, (3) On property passing undera wlll intestacy or otharwise to or for the usa of a fathor, inother, husband, wife, child, daughter.in Jaw or son. In.law of the deceneed, where the aggregate valus of tha property ne defncd by this Act passling to the persons inentioned dory not exceed $\approx 50,000$.
Save at aforesald the following property, shaill be aubject to a succession duty :-
(a) All property sltuats within this Proince and any Interest therein or Income therefron, whether the deceased percon owning or antitied the reto was dome. eiled in untariont the time of his death or wae domiclied eleewhiere, and all moveabls or perronal property locally stituate out of this Province and any Interent thereln tima of his daath, whether sed in this Province at tha or Intentacy.
(thereln op proparty y tuate an sloresaid or any intanme trensferred by deed tharefront, which ehall bo voluncarily In contemplation of, grent, bargain, eate or gitt mada vendor or donor, or me death of the arentor, bargainor, pomemalon or enjos ment or intended to take effect in In truat or otherwise or afler such desth to any perion shall becoma teneflicially retson whereof any percon expectancy to any property or the income posseaslon or (c) Any property taken or the income thersof.
mads by any person dying an a donatio mortis causa or taken under a diepoesition ofter the 7th April, 1800, dying purporting to operete mado hy any percon ro dusing life, whether by treate as ail inamediate siff, truat, or otherwiee which thail, doif thery, dec'aretion of made twalve monthg before dhall not have been bona fide (d) Any property which death of deccueel.
the 7th, day of Aprll, 1898 , person dying on or after sntitled thereto hapil, 1808, having been abwolutely ferred to or vented in hed or may cause to be trana. fointly whether by din himseif, and any other perion boneficial Inter by digpositlon or otherwlee wo that tha or accerues interest therein or in come part thersof pames person, including abolp on his death to such other effected by the pango any purchase or Investment the property elther hy hinen wis abrolutely entited to arrangement with any other perane of in concert or by (e) Any property' passing permon.
tettiement lncluding any In inder any past or future otharwive, and ahether irust whether in writing or not nade by any permon valuatile consideretion or 1846, by deed or otherson dying on or after 7th April, a will whereby any instrunient not taking sifect as proceeds thereof for lifereat in such property or the to the settlor, or whife or any oider period is reverved the right to ex whereby the mitlor may have reverved aboolute intereet in sug power to restore to himelf tha (f) Any ann
vided by any perso other interest purchased or proeither by himerson dying on or after 7 th April, 8800, person to the evif alone or in concert with any other mervivorship extent of the Ineneficial intercat arising by (b) Any interacrwise on the death of the deceased. lanil of the persen in dower or by the colurteyy ln any of the the person so dyling to which the wite or husband person.
Where the aggregate valne of the deceased's property exceede 850,000 , and passes in manner aforesald elther ill whole or In part to or for the lenent of the father, mother, husband, wife, child, son in law or daughter.in. law of the deceased, the same or yo nuch thereof as so pangee (as the case may be) thall be eubject to a duty at the rats and on the scale as followe:-
(a) Where the sald aggregate value exceeds $\$ 50,000$ (b) Exceeds 9 anced s75,000, 1 per cent.
(b) Exceeds sis5,000 and does not ciceed s100,000, 2
(c) Exceeds $\$ 100,000$ and does not exceea $5 t 50,000,3$ per cent.
(d) Exceeds 8150,000 and does not exceed $\$ 800,000,1$
(e) Exceeds $\$ 200,000,5$ per cent.

Provided where the value of any dutielf properity exceeds $\$ 100,000$ and the aroount pacing In mannor oforemid to any one percon axceede the emonnt herein. alter mentioned, a further duty shall bo pald ou thy arcount so pacoing in addition to the ratea in the foremoing paragraph mentioned at follows:-
(a) Whem the whole amount wo peains to one person
 (b) Exoedd 1200,000 and down not exceed 400,000 , l\} per ount.
(c) Exceode 4400,000 and dom not exoeed $9000,000,2$ per cant.
(d) Exowedo 8000,000 and dow not excoed $\$ 800,000$, 21 per ornk.
(c) Exceede \$800,000, 3 per cent.

Whare the eycregate velue of the property of the deoeased axceell 810,000 , wo mueh thereof as pasee to or for tbe benult of the grandfather or grandmolber or any otber innal anosetor of the deccased, except the father and mother, or to any brother or alater of the decesend, or to any demousiant of ruch brother or ulater, or te a brother ne eideter of the fatber or mother of the deceaved, or to any demeendant of auch fant mentloned brother $n$ aloter shall be aubject to oduty of th for every 100 of the vilue.
Provided that whem the value of eny dutiable prov perty exceede 300,000 , and the mount paring in manner atoresald to any one person mentioned in the next proceding cubwectlon, except the father and mother, exceedo the amount heminafter mentioned, a furthep duty sball be pald on the amonnt so pasaing in addition to the duty in the next preceding eubeection meotioned at followe:-
(a) Whore the wholo ansount so priving to one person axceede 250,000 and doen not axaeed 100,000 , I per cent. (b) Exeseds $\$ 100,000$ and doen not expeed 750,000 , 11 per ornt.
(c) Exceeds $\$ 160,000$ and doen not axeeed $\$ 200,000$, (d) per oent.

23 per cont.
(e) Exceed $\$ 240,000$ and doet not exceed exo0,000, 8 per ornt.
(f) Procede $\$ 300,000$ and dows not exceed $\$ 350,000$, 4) per ornt.
(g) Exomel ter ternt. 50,000 and doee not exceed 9400,000 , 4 per ornt.
(h) Exceity $\$ 400,000$ and does not axeaed $\$ 180,000$, 13 par cent.
(i) Exeed $450,000,8$ per cent.

Whare the ergregate velue of the property of the deceased exceedt $\$ 10,000$, and any part thereof pases to or for the benefit of any perion in any other degree of collstoral consanguinity to the decemsed than is ahove deceribed, nr to or for the benellt of any tranger In blood to the decested, ase as hereinheforo provided for the mame, mhall be eubject to a duty of $\$ 10$ for every 3100 of the value.
Any, portion of an ortate whem the deceased at time of death is domicited in Ontario, and which is brought into Onterto by executore or adminiatmtore to admin. later ahall bo liable to duty, but if any succemsion duty or tax haw been pald thereon eliewbere then in Ontario, and socb duty or taz eo colitected in greater than the duty payable in thlo Province no duty shall be payable tbereon; bat if the duty so paid olsowhere if lees than the Ontario duty then the diference muat be pald.
Whore any duty or tax ahall have been paid by the entate npon any movable or peroonal property localiy sifnate ouitade of Ontario or any Intereat themin, in allowance thall be mede for any outeide duty paid therton; the difterence, If any, between the outside and Ontario dnty shall be Hreutioce poins. Provifed the sbove allowanco and dilforonces are only made with
reppect to any country, etate. or Britly Province of poresealon wbere a olmilar allowance fo made for the duty or tax peld undor this Aot ou property In Ontarin paring on the death of any person domiotled in any suoh outide oountry.
Should on executor of adminitratior, in neder to eccape payment of Succemion Duty, diutribule any part of eald eatate without bringing the sarte into Ontario. eveh axeculor or edminiatrator thalf be lisble, personally, to pay Hif Majeaty the amount of duty at if cuoh areeta bad been brousght wilhin Ontario, provided thet this ahall not apply to paymenis mede to persone donidited out of Outarin from aneote stiante without tile Province.
No foreign axecutor or administimtor whall asoign of trander any atocks or sharee in Ontario atanding in the name of a deceased pernor, or in triut for him," which are liable to pay Succesolan Duty until auch duty is pald or mecurity given themfore at provhied, and any corporation aliowing a trazafer st any stocke or tharee contrary te thi provision ohall be liable to pay the duty. An executor or adminlitiator applying for fettem probate or administrotion to the eatate of a deceased person thail, before the fame of uch lettam to him, make and Ile witb the Surrognte Regintmra full and eorrect statement under ath, glving (a) fuil itemized Inventery of all the property of the deceased and the merket vilue thereol. (b) Tho several perione to whom. the mam will pard noder the will or Intaetacy and the degree of reistionship in which they stand to the deceased; and such executor or administretor shall, hefore the imue of auch lettere probete, deliver to the Surrogete Registrar a boad, in a pemal oum equal to ten per cent. of the sworn value oi surh property lishlo to Succemion Duty, axecuted by himeelf and twn nureties to be opproved of by the Regletref conditioned for the due payment of any duty to whicb the property may be found liabia.
Should the Treasurer of Onterio be not satlated with the vilue 50 worn to or with the correctuess of tho foventory, he shall direct the Sheris of the County or City to make a veluation and appraiee the esid property. and provistion is unade for an appeal from auch appralse. ment to the Surregate Judge of the County within thirty daye after making and siling auch asseasment The duties imponed hy the Aot unless otherwice pro. vided for thall be dus and payable at the death of the deoeased or wilbin eighteen manths theresfter. Should tbey not then be peid intareat at 5 per cent. per annum from death of deceased ahail be cbarged and coilented, and sume shall be ation upon the property in requect to which they are payable untif fuily pald. Providion in made however as regarde poatponement of the duly payable on any future or contingent estatey, Income or interest, with the consent of the Irovinclal Tmasurer In writing, until such eatata, income or intareat comes into possession. The Treasurer of the Province, on Veling antisfied that tho fuil amount of Succestion Duty hat ficeh or wili be paid in respect of on estate or in part thereof aliali, If required, give to the pereon accounting for the duty a certificate which shall discharge from ony further claim the property ahown by the certiacato to form the ectate.
An administmter, exocutor, or trustee having in charge or trust any entata, legacy or property aubject to duty ahall deduct eame themfrom or coliect the duty tisereon from the person entitled to auch property, and slanil mot detirer ans property subjece to duty wo any perion untll be hat collected the duty tbereon.

Ith Province of ts made for the perty In Ontario omialled in any
or, in order to tribuic any part a into Ontario. tisble, person. duty as if suob d, provided that ide to permons ltast without
shall asolgn or atanding In the for him," which tit auch duty to ovided, and any stocks of tharen o pay the duty. ing for letter a of a deceased tettern to hlm , intre a lutl and a) fult ltemized ceased and the erions to whom. eatacy and the $y$ stand to the inistrator shall, deflver to tha 1 oum equal to property llablo meelf and two zar conditioned th the property
$t$ tatlsted with rectuess of the the County or e asld property, such spprales. County witbln ch asessment. otherwite prote death of the eafter. Should enc. per annum and cotterted, ty in rempect to 1 Proviston it tit of tha duty tes, income or lal Treasurer in reat comes into ince, on being ulon Duty has state or in part con accounting lischarge trom the certificato
lee having in roperty subject ottect the duty property, and to duty to any ereon.

Valuable miscellaneous matter


| Denomination. | Members. | Denomination. | Members. |
| :---: | :---: | :---: | :---: |
| Baptists | 5 93.646 |  |  |
| Brethren (Riv | 5,744.066 | Jews. |  |
| Brethren (Plymout Catholics. | 10.547 | Mormon | 143.000 |
| Catholic Aposiol | 12,304,179 | Menorites. | 2.20.6.400 |
| Christian Science. | 85,096 | Methodists | 53.077 |
| Congregatlon | 9 9,973 | Preabyterians. | 6.54ki.t68 |
| Discinles of Curis. | 741,400 | Protestant Fipisoopal |  |
| Dunkards. | 1,519,754 | United Brethrèn | 118.190 |
| Evangelicals. | ${ }_{1}^{122.817}$ | Unitarians | 348.319 |
|  | -20,063 | Unversalists | $80.512$ |

## ORTEDS IN THE WORLD

The following estimates, by Krose, are the latest that hnve been made by a competent authority, and refer to the religions of the world at the commencement of the twentieth century:-

| Creeds. | No. of Followers. | Creeds. | No. of |
| :---: | :---: | :---: | :---: |
| Cliristlanity | 549,000,000 |  | Followers. |
| anti Confuclanism | 253,000,000 | Shois | 32,000,000 |
| Hindoolsm | $253,000,000$ 210,000 | Jutalsm | $17,000,000$ |
| Mohammedanism | $210,000,000$ 202,000,000 | Polythelsm. ${ }^{\text {Old }}$ Ondlan | 145,000,000 |
| Budnism. . .......... | 120,000,000 | Od Indlan Revigiois. . | $12,000,000$ $12,000,000$ |

CHRISTIANITY

| CHRISTIANITY |  |  |  |
| :---: | :---: | :---: | :---: |
| Coman Chisches. | Total. | Cony |  |
| Protestant Churcheg | 264,000,500 | Orthodox Russians | Total. |
| Orthodox Greek Ch'reh | $187,000,000$ $109,000,000$ | Orientai Schism. . | 109,000,000 |



Out of the total population of the worlit, which amounts to 1.539 millions (according to Yuraschke), 35.7 per cent ure Chich amounts to 1,538 millions medans, 0.7 per cent Jews, or, $762,102,000$ are Monothels. 13.1 [hrr rent MohamWho are Polytheists-i. e., neariv bril of the monothelsts agalinal 776,000,000 one God.

## CARPENTER'S RULES

## CARPENTER'S RULES

## boor framing

Definition of Terms.-The "gable" is the triangular end of a common douhle-roofed huilding. By the "pitch" of a roof is meant the relation which the height of the ridge above the level of the roof-plates bears to the span, or the distance between the studs on which the roof resta. Thus a roof that is one-half as high as the width of the huilding is "half-pitch," oue that is one-fourth as high as the width is "quarter-pitch." etc.
The following illustration imin Hodgson's "Practical Treatise on the Steei Square," not only shows the most common pitches, hut also gives the degrees:
"Most carpenters,"
 says Mr. Hodgson, "know that halfpitch is 45 degrees, yet few know thirdpitoh is nearly 84 , and quarter - pitch about 27 degrees.
"A building 24 feet wide (as the rafters come to the center) has a 12 -foot run and half-pitch, the rise would also be 12 feet, and the length of the rafter would be 17 feet (the diagonal of 12). Length, outs, oto., could all be figured from the one illustration."
The Length of Bafters for the most common pitches can be found as follows from any given span:

To lengths thus ohtained must be added amount of projeotion of rafters at the eaves.

## CARPENTERS RULES

As rafters must be purchased of even lengths, a lew inches mors or lens on their lengths will make a difference to the pitch so ellght that it cannot be detected by the eve.

Encample.-To determine the length of rafters for a roof constructed one-half pitch, with span of 24 feet- $24 \times .71=$ 17.04; or, practically, just 17 feet. A projection of one foot for eaves makes the length to be purchased 18 feet.


Bow to Find the Length and Bevels of Rafters.

1. Bevels. -Place your steel square on a board (say the building is 40 feet long), with the corner 20 inches from the edge of the board one way and 7 inches the other, and mark it as shown In the above figure. The angie at $c$ will be the bevel of the upper end, and the angle at $d$ at the lower end of the rafter.
2. Length. -From $a$ to $b$ on the outer edge of the board is the length of the rafter. The 20 inches shows the 20 feet, or half the width of the building; the 7 Inches the 7 foot rise The distance from $a$ to $b$, on the edge of the board, is 21 Inches, two-t welfths and one-quarter of a twelfth (always use a square with Inches on one eide divided Into twelfths), therefore this rafter will be 21 feet and 21 inches long.

Bow to Determine Curves for Brick and Stone Arches


Measure width required and draw the figure above indicated. If the points in the figures are equal on both side, the ourve will be an exact part of a circle.
To Find the Area of a Gable Ind
Multiply the width of the huliding by the height of the roof and take one-half of the result. Or, if the roof is quarterpitch, find the area by multiplying the width of the roof by $i$ of

## CARPENTER'S HUI.ES

To Find Number of Feet of Stock Boards to Cover a Eouse Multiply the distance sround the house by the height of the post, and add the area of the two gable enda to the reault.

## How to Find the Eloight of a Tree

Measure off on the ground from the base of the tree the number of feet you desire your log to be in length (allowing
 for the leight of the stump), then meaaure back one-third of the distance and place there a pole as many feet long as thialast measurement; let some one hold it from the helght of prospeotive stump from the ground, then place your eye at the outer end of the line measured from the tree and look over the pole towards the tree. The point where the eye strikee the tree is the height which will give you the log of the required length

Example.-Suppose a $\log 83$ feet long is wanted-measure off 88 feet ont from the base of the tree, and then measure back again 11 feet. At thls point (indicated hy $b \ln$ the cut), have some one hold an 11-foot pole at the helght from the ground that the stump is to have; then put your eye at $e$, look over the top of the pole at $c$, and your eye wlll atrike the tree at $d$, whlch wlll be 33 feet from $a$, the point where the tree is to be

## THE

Kity Edward VII. Born Novomber 9th, 1841 ; mo. of Oueen the throne, January 8ind, 1001, on the denth Pritione Atorinde ; dled May 7th, 1010. The married the deeth of Kine of Denmark, Maroh 10th, Isas. On title of Queen Mother.
THE KINa.-acorge V., hy the arnoe of God of the, United Kingedom of Great Britain and Ireland, and of the Britich Dominions beyond the reas, Kings, in the second torlth, Emperor ol India. His Majeaty Aiexandm, the elder the late King Edward and Queen Clarenot, having died in January, 180 e V Victor, Duke ol born June srd, 1806. He manury, 1802. Ceorge V. was atcond countn, Princen married on July Oth, 1803, hio alga Pauline Claudine A Fictoria Mary Augunta Louise THE OUE
of Teok, wa born at 5 , only daughter of the iate Duke and wae marrlet at Kenuington Palaoe, May 20th, I807, of Vork, on July oth, 180 om to Hif Majenty, then Duke
The children of M , 10 .
Prince Edwend Albecorge and Queen Mary are:horn June sied, 1809 Chriatian, Duke of Comwall, Inveotiture an Prinoes of thas boon arranged that him of the revival of an anclent woilh atd be the ocosalon place et Camarron Caeste, in Wollah coremonial to take Prince Albert Prodentle, In July, 1911 .
ber 14th, 1896.
Prinow Vlotoria Alexapdra Ahice Mery, born Aprll
Sed, 1807 . sed, 1807.
Prince Fienry Winlam, borm March 3tet, 1900.
Prtace Oworgs Edward, born Decomber 20th, 1902
Thinee John Francis Cherles, born July 1:th, 1005 .
booldes King Qeorke V , wre :-
Princen Loutee
Alexandra Dagmar), bare Po Filo (Lovian Vietoris July 27th, teep. Alen Fobruary 20th, 1807; maried Pile. Hise two deoghteres Allillam Coorge, Duke of 1801, and Maud, born April Ind, 1893. born Mey 27th,
Prinoen Viotorie Aherind, 2803 189.

Prinom Meud Oharlotie Mary Viotorio bon Viotoria, born Novem. mecond in of the Crown Pr July, 180, to Charten, King of Norway, Nov, toas oline ol Denmark, choven The surviving children of her tese olat.
Viotoris are:-
Her Royal HIghnow Helema Anpuce Victoris, horn


Chrlatian Charlre Augrutue ol Schiewly.Holotein stom
derbury Augustenlurg, July $6 t h, 1806$; Hene throe sona one ol whom diel an intant, and one dled in south rica, Oct., 1000, ant two daughter.
Warch 18th Itighnew loudee Caroline Alberta, boid Marquis of Lorne married March 27et, I871, to the Ifio Royal ition Duke ol Argyll
Dukw of Connaugness Arthur William Patrick Alberty 18th, 1889, Lo Princeesiort May 1st, 1850 ; married March late Prinee Fredetion Loulve Mergarat, daughtor of the one con and two darlee of Prumba, and has trave Qustavus Adolphus, Cighters, Arthur, Margatet, is. Patricla.
Her Royal Highn
born Aprll 14 gh hnew Beatrice Nary Metoria Feodom, Henry of Bath, 1857 : married July 2sed, 1885, to Prioo has foue threaturg, who dled Jan. 20th, Iteos; and Viotorie of Spain ; married King daurhter, now Queen The decened ainted King Allonso May 81at, tsoa, Victoris, beildre the iate King, are:- Majowty Queen
Her Imperiel Majesty Vletoria Aule
 Nov. 21et, 1840, and mies Frederick of Germany, born Crown Prinoe of Pruarin Jan 25th, I8s8, to Prodertck, 1888) mecond German Em, aherwards (March to Jume, died Auguet 6th igip eror, whodied Jone I6th, 1888 ; decemed), the elden, and had itwue four sone (two Emperor, and four dunghterm, the present Cerman
Her Royal inghnew Alice Noud $\begin{aligned} & \text { Iary, borm April } 2 \mathrm{sth} \text {, }\end{aligned}$ 1813; died December 14th, 1878; marriod he Royal IIIgh. news Prince Frederick Louin of Heme, July Iet, 1802, who died March I3th, 1892; hed froue five deughters and two sone ; the ceoond son died hy an moeldent, May, 187s; the youngest daughter died November 15th, 1878 ,
Hie Royal Highnem Alired Ernret Albert, Dute of saxe-Coburg. Ooth. hom August oth, 1844; married the Crand Duchers Mlarie ol Ruasla, January 9th, 1874; died July 30th, 1000; isoue, a son, born Oetober 15th, 1874, (died Felruary 6th, 1893) and four daughtem, born 1878, and Merch, 188 , November $25 t h, 1876$, Septeniber let, H, and anch, 1881
His Royal Highnems Leopold George Duncan Albert, Duke of Albany, Lorn April 7th, 185s; married April 27th, 1859, to Princess llelen of Waldeck, and died
 ol Albany, who encceeded inis uncie, the Duke of Edin. 3000, and one daughter Colurg-Cotha, on Juls 30th,

THE KING'S OIVIL LIST.

Consoquant upon the death of Itto Majouky King Edruand VIf., and the cecesolon of Ifin Mejenty Gicorge V. there wee pasod in the Paritanientary semion of 1910 wiat to known at the Civil List Act, the Act by which la determulnod what charges shall be mede on the corsoolidated fund for the malatenanes of the Kine ent his family.
Uneli Oeorge Iff. enain to the throwe In $\mathbf{1 7 6 0}$, the in conse of the soverolgn way darived chiefly from Crown tasele, from n varlety of leanded property in England and Walen, scotland and Ireland, In whicb the soveraigen had allfe Interock, and from which he recelved the rents. In the fiudal aget these lande constituted $n$ prineely patri. inony. In leter timea this Crown proparty was greatly reduced by loviah grante to royal favorites. At the Reatorstion the lnoom from Crown lande was acer. tained by $n$ commaltee of the House of Con.mone to emount to $\mathbf{\& 2 1 7 , 0 0 0}$ : year, In middition to $\mathbf{\alpha 4 , 0 0 0}$ from tha Porset of Dean. By tha tlme Charles ff, had been on the throna three youre be had by ble laviah beatowal of the Lands on faverttes reduced the ineome to R100,000. Wiillem If L, by bis grante to invorites whe had acoomipented hini from Holtond, made further havoc with the Orown domalna; so much co thrt nt the accesion of Quasn Anne Purliament endenvored to meve the reminant by in Aut ( 1 Anne, c. 8) which prohblited allenatlan of Crown lande, and enacted ctringent proviaione in regard to the length of the term for which they might be leaved and the rente reserved.
Since tben, and mpecially aince the Aocewolon of the late Klag Edwnrd Vif., the facome from the Crown Lande has vary preatly locromed.
Queen Anne, George I. and George fi. derived the larger part of their Incoma from their iffo-interest In the Crown property, but when Ccorye III. camo to the throme hasurrenderad his ufointereat in the Crown landa. It wia tureed over to the netion in return for $n$ fred Civil Litt of $\mathbf{c s 0 0}, 000$, subsequently 'increased to eg00,000. George IV., WIlliam IV., Queen Vletorin and Edward VIL, on theie soctwolons, surrendered thelr iffe: intareet in the Crown londe In return for $n$ Civil Lice. The same consm what taken by George $V$. when he came to the thront ; and on June (5th, 19t9, $n$ committee of the Honee of Commone was nppointed to recommiend the now Civil Llat. It reported on the 6th of July, 1910, and Ite recommendntions were embodied In nn Act ( 1 George Y., c. 8), which wim pasced through ill ite etagea In the Hiouse of Lorde on Auguet 2nd, 1910. By thie Act the King'e Clvil List wio fxed int the yearly sum of et70,000, whloh was the ams amount on that granted to KIng Edwand VII.

I. Their Majenties Privy Purse...... 2119,000
II. Saharies of His Mnjenty'shousehold ind retimed nllowances...... ..... 128,800
IIt. Expentee of Hio Majenty'a household.. ......... .................... 198,000
'IV. Work................................ 20,000
V. Royal bounty, alme and typecial earvloes................................ 18, 1800
V1. Efnapproprlated. ........................ 8,000
tudal................... . $\overline{\text { etro,000 }}$

Her Majonty quepa Alexandre in accordanee with the Civll List Act peaned at tbe socmalon of Edward VII. (I Edward VIf., 0. 6), anjoys an mnnulity of $\mathbf{8 7 9 , 0 0 0}$, and a eimilar provicion to made in the Oivil Lint Act of I919 for Quean Mary ln rave the aureiver the King.
The late King Edwand'g dimughters, Finceay Loule (Duchew of Plite, Prinoen Victoria and Prinowe Mnud (Princews Cherlee of Denmart), rocelve an annual allow. ance of s18,000 during thatr foint Itres, whioh will be reduced nt the death of each of the meid prinomee by \& 6,000 .

At the denth of Edwnrd VII. the providion for the Royal Yamily amonnted in all to 8670,000 , being a49, noo for the King'. Civil List, and C1u6,000 in respect of Allowancea to other mambere of the Royal Faunily. This amount in comewhat ineroand by the allowance of 070,000 madit to feeen Alsxandra. Ae the Prines of Wales le antitied to the revenuen of tha Duohy of Cornwall, no epocinl provislon was made for himb la the Civil Lat Aet of 1010 , but it was provided thme, in the event of his marrying, an aliowanoe of 410,000 n yoars chould be mate to the Princess of Wales, to be increased to 830,000 thould ahe curilve hio hoyni Ifighnem. Ench of Klog Qeorge's mone bo to recoive an annulty of $\$ 18,000$ on coming of aga, to the Incruased to e16,000 on hle marrying. The allowanoe to daughteen It to be $\mathrm{CO}, 000$ y yrar. No provition to made in the Act for chlldren of younfer membere a. the Royal Family.

The nanultien to thi Royal Family attier the rewettloment nt the secemolon of Coorge V . chand thue:-

HIe Majenty (Civil Livt). $\qquad$ 2170,000
Quean Alexandra...................... . 70,000
Penolone tenaclerred to Consoisdatet
$\qquad$
Princemes Loulen, Victorla nod Maud. . 18,000
Princess Chriatian of Schleewig. Ifolsteln ................................... 0,000
Princem Louime, Duchees of Artyll .... 6,000
Duke of Con rutght................... 25,000
Princers Beatrice (of Battenburg)..... $\quad \mathbf{0 , 0 0 0}$
Duchess of Meck linburg.Strelitz...... $\quad 3,000$
Duchess of Eilnburgh................ 0,000
Duchesa of Albany . . . . . . . . . . . . . . . . . . . . 8,000
Total. .c63s,000

The revenuen of the Duchien of Cornwall and Laneas. ter aro outalde tho Clvil Let arrangeinent. Those of Cornwall, valued nt 800.000 n year, are vented in the eldent son of the relgning coverolgn, who becomes by brth the Duke of Cornwall, by virtue of patent of Edward ffi. In 1337. The Duchy of Lancagter was tha private patrimony of Ilenry Bolingbroke, con of John of Gaunt. It is mepartite from tho other pomeselons of the Crown In order and government, bnt uulted to it In point of inheritenoe. it also bringe in a revanue of C00,000 $n$ y ear.

## THE BRITISH NAVY IN I9II-I2.

## THE cost of the navy still on the increase. <br> There wae agalo a terre lacrece in the emount ol

when Yis Yoltion Parliament for the fritith Savy Purlioment on inas subraitted the Neval Etilmatie to required for the gen of Yaret, 1911. The totel amount parod with cet enar $1911 \cdot 18$ whit $44,302,500,20$ comvote had reachod whet for the provlous jear, when the mark in the ooot of the Na thought to be a hlyh-water Parlitameat adnee the Lhery. The amounte votod by have boen as follown:-

| 12078 | C33,573,302 |
| :---: | :---: |
| 1000.9 | 82,238,500 |
| 19810 | 31,789,100 |
| 1910.11 | 26,142,700 |
| 191 | 40,003,700 |
|  | 44,302,500 |

The cont of the Nary for the inet two yeary of the Consorrative Covernment was as follows:-

$$
\begin{aligned}
& \text { 1901. } 8 \\
& \text { 1005-6................................ R R2, } 280,000 \\
& \text {........ 88,580,000 }
\end{aligned}
$$

called for A15,033,577, A4 $54,898,500$, nem conotraction
 part of the money voted for now consertruction wan noeded for thy contlovetion of work already bogua.
 allotiod for beginning work on acw mhipa.

## Nit Baito and Beifo in Bulloua

The now programme ol ehipeto be commenced during the yoar was eubmitted to Parfiament hy Mr. MoKemna
It wae se follown:-

> 3 large arnoured ohipa.
> 3 proteoted eruisars.
> 1 unammoured cruiser.
> 5 'dentrojera
> Geubmarines.
> 8 river sunboato
> 1 depot ihlp lor deatroyer.

Botwoen April let, 1910, and March 310t, 1911, the
following ahlpa were completed and had become avali. able for anvioe:-

1 battieahip (Neptune).
1 armoared crulcer (Indelatygible).
${ }^{5}$ protected crulere (Bribtol, Olaegow,
Cloncester, Live rpool, Newcaation),
1 unartaoured oruleer (Sitonche).
\&
28 deetroyerm
8 eubmarines.
On April 1st, 1911, there were under conatruction 10
 3 unarmournd cruleors, is dedroyers, and 12 submarines, of which it is expectel hy the ond of the untinetol year 1911.12 there will have beon comploted o batlichlipa, is armound crulorra, i proteoted crounere

The fwo tourel cruiserv, izd de trosi ra and 6 nummarinem. respeotively will atan lor Portannith end the Merway amanclai year Inlun ie momblute liy the end of the conotruction on April in adifition there were nader twa protected April 1st, l:911, two emouren cnispers. Dominion Covernments of tuo oummarines for the

Cosp of Mamptrancer of Sodpry Wakohas.
Diccumang the eew types of batleshipy in the lifolve. uf Cormanone on March 1eth. 2011 , when the N.swy Sothmates wera under consideration, Mr. McKenna, the Mint Lord of the Adnairaliy, pofntes Arut to ther 1911-18 were of the new ships of the Prograbume of the Orfon there wan for the firt Orion and the Lion 111 carrying 18.5 guns. for the first time the tspe of a ehip on the contre Ine. of the had ten wuch guns, all caeriert of thie type, and in the ohip. The idon haielght gruns improvement on in apeed the woull be e nuterlal Kanus espurnd the Houte, hat not This cont, Mr. Hicthe proportiou to the Increase In increaved In enything average coot of the sertler Do in elze and power. The ach. "Wi often heas 14 It readnoughts was $11,710,000$ "that the Dreadnow. 4 It and," added Mr. McKenna. in cost thet the anotegt reprovented such e great leap and that the arylee of the worid were revolutionsed puting naval expent Admizalty was meaponelble for What wara the expenditure on en eatirely new scalo. was oxactly the same tho cont ol elghe Drearinoughta and the upicep of the the coost ol nine Klug Edwarde Jem. Any diatingulahed admoughts was R50,000 a year buand a fieet of eluht Drimiral would proter to comKing edwedt elyht Dreadnoughts to one of aine engine of warlare the Dreatnou concluded that as an

## Tun "Scaapriva" of Warsurge

In expiaining the Eotimatec, Mr. MeKienne took up thequention of reduciog the cost of the maintenamee of the Navy by getelng rid of older ohips as the nower ones beenicue evallable. It was ot ell times, he asid, neceesary to keup a close watch on the older vesuele In order to wrap them whou they were reelly not worth the coat of upkeep. in the year 1911.12 tho number ol the older battlechipe was to be reduced hy aven. There were at the beginoing of the jear 1911.12 lorty-elght preDreadnoughts, amil these were to be reduced betore Merch 31et, 1012, to forty one. It was Imponible to make ally torecant as to how much further serapplng on the be carried In 1912.15, becasee this must depend on tbe number ol older voevele retalnod in the forign ol Oreat Britalie other countries followed the example Antum Britiu and diccarded thalp older salpu, the tlons, at the nould be oble to meke atill lurther roducThe protected er Dreadnoughts came into commituion. Two of them - crolerese woold also be roduced In uumber, bo converted into Powertul and the Arrogant-wero to other veriod, into hulkt. Therre wors alvo aumprown
eruleors, whiom Irom thene to the would be paened out of the nevy,

## Tilf Naploce Natime

The annual rolura of tho unviee at the world, ahich wae feoud on May 8th, 191t, showed the lollowlug compertion :-

## 8itif Bell



Shifn muldaxe.


From thew olatiotice the faot omorgen that an regaris ormoured vemele the poition of Creat Britalo rolatively' to the two-Power mandard ahowe but litte change. In last years Returo the number of battieehipn bulit for Groat Britain was 50, and for Cermany and the Voited Baten toge ther ©3, wheruas tbia yoar the sombersare 63 and 61.

## Ahlocation of fei Moxat.

In the year $1010-11$ the number of men and boysin the Britleh Navy was incraaued by 8,000 and a almilap increase--lso of 3,000 men and boyv-wan anked of Parlianent lor the year 191112 . Thie bringe up the cotal personniot of the Nisvy to 134,000, and the folliowing amounte eri allocated in Estlingten:-

> Weget-Omicara, seamen, boje, etc. $£ 7,703,000$
> Victualiting and ofolhing lop the
> Nevy..................................
> Medical ettabilehments.............
> Martial law
> 1880,787
> Pducational services. . . . . . . . . . . . . . . . 4,000
> sclentifo servioes. 215,303
> Dayl Neval Pemeres ........... 90,818
> Shuphaitiling, repaire, etc. (permor-
> nel) ............ ......................
> (ntto (nataria) .
> Ditis (ocatract work)
> 3,452,000
> 14,559,800


There are deerames of $\mathbf{2 7 , 0 0 0}$ for martial law, 48,900 lor educational wortione, and C18,00n lor divil mperp. annuation, ote.

Ae compared with ten yoari ayo (1001-2) there io an increare is the Eatirestem of nearly 00 per ownh, the totale being $250,981,818$ and $\mathrm{f} 44,592,800$.

## Case poe ful Wirage of the Max.

In expiaining the laryer amount required for wagem Mr. Mekenncetated thar, ase rifuit of the conasiderstion of tbe petition presonted by the workmen in the dock yarde in 1910, inoreaned reten of pay had boon yrunted to leborers asd, wood-atulkers. gutect had also been given to many of the reoommendations of the Committee appointed to enquire fito the Nival Medieal Eorvice, end cfowe atfention had bewn given hy the Admiralty to the eepious problem of tuberculonfo in the Nevy. Ari Inventigation had been made by the Medleal Conrultetive Board lato the meano by which, uncier the coneltitione peculinp. to eervice in the Royal Nayy, tuberouloain could beat be freated and Ita. Inception and aproad bis checked.
Arrangemente wore mude fo 1911 for the eupply of tratned nurtee lrom the elvil hoopltale in the ovent of wher. These surses art to form a repezve of tralned nurwes, and the now force is to be known as Queen Alexandra' Royal Naval Nunalng Eervice Remerve.
The sjetem of dotestion at a lorm of puofohment for offencee undar the Xaval Discipline Aet came into foree on the Home and Meditorranean atations on January 1st, 1011 ; and on otber Foiolgn atationa it came Into lorev on. April ist. The change lrom the Irut apperired to be beacticia! to tbe asrice and to the men. Not only was the atigma of imprisonment romoved, but the cournee of drifif and training through which the men are putduring thelp lerme of detontion were carefally dutened to mane them more emetent is the naral rating. Contocquest on the change, the naral pricons at Portumouth and Lewes have been clomed, Bodmin boing loft at the


| $\begin{aligned} & 2060,500 \\ & 647,280 \\ & 416,250 \end{aligned}$ |
| :---: |
| $\begin{aligned} & 43,34,067 \\ & 1,840,151 \end{aligned}$ |
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actlal lem, $\mathbf{4 6 , 0 0 0}$ lot divll muper.

01-9) them Is an 10 pee ceot, the 18 Mam
ulifd for wagew, the comaideretlon ten is the doelts. od boen granted thad also been I the Commalete Medical 8ervice, he Adminality to the Sievy. Asi leal Connultative Ithe condition y, tuboroulonia 1 and aproad bi
the eupply of In the evont ol erve of tralined nown a Queom - Rearve.
puofehmant Jor came into lore on Jannary 1nt, mo into loree on. appearal to be - Not only wan $t$ the courses of 1 are potdurnis ly duetrened to tivige Cormenat Portannouth oing lelt at the 7 to noto $\mathrm{Mr}_{\mathrm{i}}$
 afielas of cicolpime, that the pramere of tantenment dimatith mithous in any Diacpilme dot eogetinuet en ctendard whioh is one of cye interforing when the high Brlitid Royel Nevy, of the beet trmations of Che
(beya
As recarde the fading of elvill employment loe Neva

 dieplayed the the profincial Eiochanges were proonly reoruletng pois rocpulenis oftione ; and reol. Royal Lartime uef porwh or the Koyal Nevy and chicm In oondideration of an the Labor Exchinge Irom Baval lomde the Nery an ennusa Ereus of \&1,000 cook alth the os operation of reorultinemey unders. the divistonnl oficeme ol the conetguard, onfere and teope of ite work In fodline clvil employ, of extend the and Marine Hewryen. During the ploy $e$ ind for Neval thite new errangement, the A nombions mome 60 per eent. orore mon thas in the pront ous year.

## The Navt anh tul Oferaga Donomione.

Nolther Autitalto nor New Zualemil have an yet come to the decision to bulld end own nevy on the line ahm rown by the Jato Liberal Oovernment ol Canals. the Auptralasion Dominlous havo, however, each con. tributer owarhlp to the Britloh Nery. The eae hatie ehlpe, which are for buldiag to the Pelrfelef Mhloyer
onf both we, tre the ano $x$ ealand and the ducent
 both end the Avipalta lo October. Now ane grable in thipe lendinilec to the deatin of the dectine
 placement in Is, ton topis.
The New Zealand
oont of the innmediate laumblimy derixded to defray the olame bittleahij ol the ietrint eyp arming of one fret ohlp of the agroed to prosile the on Morch 28 ml , Iove.
 Contadty of ouch action. In the followin thowed the Conlaronoe on Impwriai fiefence, In onder mummer the
 d nioney or of xhiph, wlumili fie Inta the lingere hether deforme scheme, prajrownd to peminalel linperial nevel
 Pa. 'to Pleol, Ith fhrer utirn all the bads of Auntralle, and Chine sege rusmen in the Eant Indies Ing o large ofmoured cruiger of thely, each unlt lmelud: flakohlp. If wate nugreaterl the orblonitable ty offered by New nilgrentell that for the balefeshipe battle cruigers nhoull he and Australle benpectlvely mer shotrid loe the fill he sultatituleld, andi that the lop Ther nhotrd the the nayahip of the unde In chat the lof. The New Zealand In therrlore to fulai thle duty ete
 Wam that the tessat then compiettrl whould pay sowph to the Imonindon of New 2 ralanil on her way pay a volt The New Tealand shoulther Eant by Septenter, Jut?

GOVERNORS-GENERAL OF OANADA, 1867-1912.

## Name.

The Right Ilon. Vicoount Monol, O.Q.M.G.
The Rtight Han. Lord Ligno O.d. M.Q. (BIr Jobn Yaunce)
The Mott Hon. the Mari oi bularin, K. P., K.CB, ©
The Mort Hon, the Marquis of Lorme, K.T., ©.C.M.O., M. O..
The Rityht Hon. Lord Etanley ol Predowno, Q.C.M.O., etc.
The Kisht Hon. whe Etarl of Alerleeton, G.O. B
The RIIht Jon the Earl of Alerleen, K. T., Q.C Mi. O.
Its Royel Ilion. the Earl Orey, Q.C.M.O.


| appointoient |  |
| :---: | :---: |
| June I, INAT |  |
|  | Yes. 2, 1800 |
| Jay in, 180. | June 2s, 1872 |
| ch. 718 | Nov. 25 , 1478 |
| 14. 18, 1883 | Oct. 23, 1834 |
|  | Stano 11, 1884 |
| July 3ill, 88.3 | Nept. Is, 1837 |
| Higit. 20, 1904 | Jec. 10, 1004 |
| Harch C, 1981 | ct |

 Ontario

Major-Genaral II. W. 8tiated, Q.P.
"o John W. Crawlont P., C.B. .
"O J. A W. Crawlord
July I, 1867
July 14, 1888
" John Benlonai, P.C............ Sor, 1873
. Sinn Beverley Rohinson...........aray is, 1575

Geo. A. KIrkpatrick, P.C. C., C.B. . Peb. B, $18 \mathrm{~s}^{-1}$ Ii Ilor Olver Mavat, C.C.cio

May 28, 1892 Hio Jlon. Slr Wm, M. Clart, K.O.........Nov. 18, 1897 " John Morriton OJbuan, K.C. Li.D. .AprI 20,1913

## Nova scotia.

Leut. General SIr W. F. Willeme
Major.Gen. Bir C. Hatings Doyle, K. C. iOG. July I, I887 Jleut. Gen. SirC. JastIngn Dojle, K.C.M. G.Jan, 18, 18 m 7 Sir E, Kenny, Kt. (actlng) .. . K. . . O. Jan, 31, 1818 Hon. Joneph Jlowe, pic

May 13, 1870
 July $1,1 \times 7:$
" Hatehew Henry Richey. Infly $f$, 1878
A. Matachy Bilun, IPU.


"Alfred O. Jones, second terin.
Juty 29. 1806
. Stap. 20,19013

Hon. Blr N. F. Bellea QLEREC
" Sir N. F. Belleal!, K.C.m. G .
" Recné Elolouard Carnn
" Late Letellier fe st, Jione, P. C
". Théadore Rohitoilly, J.e.
L. F. R. Manson, P.C.
A. II. Anxers.
" Sir S. A. Chapleaiu.
L. A. Jette.

- L. A. Jette

IVis Ion Sir Ce (second terni)

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\begin{aligned}
& \text { Pom. } \\
& \hline \mathbf{C l} \text {. }
\end{aligned}
$$

July 1. 1 H6 Jan. 31, 1sl:4 f'el. It, 15: Dre 1s, las. July $20,18.3$ Och 4, 1304 Oct. $2 \ell, 1 \times 5$ Dec. 5, 16:*2 Jan, o(1, lentis Feb. 1, tums Supt. 15, ems Major.Goneral NEW BlutViswlck
Col F. J. Ilame. If, Doyle
Con f. Ilarlink, C. B....... ......... Jily J, 18 sit


- 8. L Tliley, © B .
" Bi. Baron Cbend!:, ą suty lini, te7a

Hon. Mnoir O. C. Praser.
Hon. J. D. MoGregor. .
" Buspret tharan Wianur, I.e
Nir Santuel I. Tikiry, K.e.sic, i, Feh. 1t, 1880



othea B E, Suouhall
Jis flomour L J Twerdie ic. C. Jan. so, 1900
Jan. 30, 1902

## THE BRITIBH CENBUS OF IEII





 worted undor the dirtotion of the 1911 the manmortore and them as ata pader the dircotica of the cos ruperin.
 tubdivided iato $8 s_{0}, 000$ enamprotion diatriots
Dy mom of tho mamprotion diotriot?
oy mene of thit malhimery the total anmere $A$ planicte of tunday Jing in Lurland and Welen ot

 ar Crition aen-eth ito of fon iod ore Channel


 incranece derpates in England, coetland and froland, in England and Whies the leorines tua ot the mete
 frolund there whe decrease of 17 pep conk. Even in znaliand and Walen, however, the rote of inorece wa feem then has been reoorded in ay docennlat camous ince 1801. The loliowind table give the cetual pares. lation oad the rote of thervame in shytand and Waino foe the lant 110 years:-

| Year. | Population. | Rate of Incrate |
| :---: | :---: | :---: |
| 1901. | 2ana,688 |  |
| 1811 | 10,194,25 | 14.6 |
| 1831 | 12,000,230 | 18.0 |
| 1815. | 15,91, 110 | 16.9 |
| 1081. | 17,027,000 | 18 |
| 1001. | +0,000, 3 \% | 11.60 |
| 189 | 2172200 | 13.21 |
| 1831 | 26,974,439 | $14 \cdot 8$ |
| 1091 | 20,002, 525 | $11 \cdot 6$ |
| 1901 | 82,697,848 | 18.17 |
| 1911 | 8,078,200 | 10.9 |

Doring the 110 years it will thue be cens thet tha population of Enatand and Wales has more than quad. rupled, and that, roughly spetking, there are now loter pernons to overy one lunebiting the country at the opening of the ininteenth eintury,

## Tha Excmet or Pranale

The number of chedulee collected te roughly equival. ont to the number of laraillet. in 1911, the namber in England and Walre was $8,018,867$, to comperwd with 7,00.809 In 1901-an Increate of 981,900 , or 13 pep cent. a harger incretes In the percentago of lamiliaa than in the percentage of individuals. of the $80,078,800$ iadi). viduait mempooing theas $8,088,857$ lemilice. $17,468,478$ waremalec, and $18,026,79 s$ wore lemales. Thia givecen oxcem of $1,178,317$ lemales over malet -an exeem whieh would be troatiy reduced if the English and Woleh membere of the army and nevy, and ol the morehat atrice abroed, woro Included in the reckonlag. The proportion ol lemalies to males in the population ol Fingland and Walea in 1801 wae 1,057 to L,000; fis then declined ceneus after ceneus to 1851, when It otood at 1,048 to 1,000 . After 184 if there was a change in the opposite direction, and up to 11001 thore was efight but continugus incrosee in the propertion ol lemales to malew. In 1911 the proportion was the amme ae $\ln 1001$ 1,068 to 1,000, bul when the large number of English codilere, who ware in south Africa in 1901, ia kept in $\mathrm{m} / \mathrm{nd}$, It aeems uadoubted that there in a amall actual increase in the proportion of lemile in the poptiation ta recoeded in the cenaus of 1011.

The Balance of Popleation,
The rete ol Increave ol population deponds on two tartexp-the balanee ef wirthe ever deathe and the hat. ance between outwaed and Inwaed paceenger traflc. The net gain of 1 ppulation In England and Wales by
tha Malane ef Mrtte own dealke, whol thed toe 18 en
 froch chyed a chate thom (Nis mathurus d







 of the batave of popalation chine 10113 iv


## 

 and Weles is a deotice in the rolativer frewth of the cowns-mpoclatiy of tho lascer towne - in proporiton to the vural arees. freludine the borow he of Landea to one diftrich, There are in England and Waim tis towno When ench a pepulation of over so,000 of thew is atomed Incwine in oacol of toa per enat., but it wes motlomble that tham wort chlefty iow oe of burll popes. ration sed frequently ware chichty tow oe of gmatl popalation seld irequently cowne of the getare of coburbe in Largor oltice The grated groportionate boreces in in an reitoto in couthomd-aa-som, which may be opunted an antote subrib-bowly covoloped-of Londea.
 an Inorvite of $117 \cdot 4$ per eank. The Increme of the populatica of the whole of the et towas was, howrever, Ony 7 per cenk. wompered with es incroate of jo-t tor the whole of the country. Of the larger towns Coventey showed the crentent inersees, from 00,972 in 1901 to 108,877 in 1912, op 18 per oent,-an liomente almont exclatively due to the development of meter cas manuifalurins in 10 area. The admialatetye county of London chowed a deolion in popelation lnem
 cent. : Dut artator London, whioh Includre the Londor ouburbe outalds of the County of Loodon but whath the diatrlete of the Oity of Landon Polee and the Ietropolitan Police, onowed an Inervere of 10 van per ont,-from $6,881,102$ in 1001 to $7,265,00$ th 1012 Porneps the greatett drornime thi foy arta wha in the City of London, the central equar mife wtich Inoludiow the Dank of England end the IJandom Feup. Hore the reeldent population dectined froms eapers in 1001 to 19.667 In 1911, decreme of 26 to per cent. a epectal Day Conaus way, howover, taken of the City of London wheh showed that there entered dally Into the City $1,077,155$ pernone and 04,005 vehiclem. Frdes. trians goinf into the elty numbered 126,688; trale took in 42,431 perangers; motor vehiclre convayed 208,307, horte vehicles, 144,416; slectric tromeart, 245,794; and hleyclen, 12,505.
As regande the rural aress, in thi decennial period Irom 1801 to 1901 the comparative faronet of rural and urban aroad wat 29 per rent. and 158 per oent For the ten yeari lrom 1901 to 1011 the rate of increany in the urban dietrictedeclined lrom $16 \cdot 2$ por cent. to $11 \cdot 1$ per cent., while the rete of lincretse in the raral artas rose from $2 \cdot 9$ per cent, to $10 \cdot 8$ pea eant. Them reteo, how over, reprecent an actual increase of 8,318,072 per: sonein the urban diatricti, and ol 789,854 pernone in the rural arean. Taking the urban and the rurej diotricte as conatitnted at ofich ol the lour paet renme yeate in 188!, 67 por cent. ol the total popilation ol Englayd and walee wore dwellere in towna, and 35 per cont. were in the rural diatricte: In 1801 the percontares
 7f or the towns and es for the country; and in 1011 75 per cont. lor the towna and 22 lop the country.

Cmanion mithtiong deon reto then ta 4 celll comatmentit me in thativen ret 1M, C00 h 1072 is topety hals cive pantenis 11

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1011 fee Paylana verowth of the ~ In proportion or willander Na Nat town outh. but ft way oetit, but it way roe of cmall pepy botele Inortent in hmay be spanted opad-of Londen 15,257 4498,72 Jnereme of the Ins whis, however 3 fnorente of 10 l and lirger towns from 1 ,07s 1 n opment of meloe hadalimintraty population ty leervere of $0 \cdot 49$ be lude the London madou but whata n Pouee nad the 18 cc , 10 do which to It lon Hesingivde ins 20 . - 09 pey in J00 en of the city ntared dally inte vehlelen Srate d 129,608 ; tral vohlefte conveyd lectrie irmeant
decennlal perioc thas of gural mind is per onnt Fos of incrency in per onnt. to 11 ' theral arta nt rhese retem 854 partan In the he ruzel diotriet censue yedu: In ation of Endiand and 35 per cant the parcentrat the parcentrire corativ; in 150t.
iry; and in 191 he country.

## Ararivia of Bachiamanfat Raparaumtanom.

 the enfy conctite omeles arioz the la tar of the ournes. Pullacont et whollen hor thet hag ouen pamed by bern that of 194 Hown of Oomenen from mumier of momaliere of the
 Unlvention boln-ims and walim (wot Includine tho In Englayd and wher, ena the enamertied papotetion
 pereope fow for ins following liblo given come kitas of avicuse:


Of the tetal population In Eoytand and walou in 1911
 berenthe propertion of olcotors in then cotineten 10.01 chare orere ouly enver 8377 and 412 per cent. in Clow exovedia 150,000 in ongeltarenelos with popula. 1911 thond wert 810,000 . In 1001 there werv 41, and in

## Coweve Fheven toe scoriant

lootlasd Amtry rated ehoad of Iruland in popaletion Inall, only 181801 At the tame the Jend wat vory


 that Gooeland has at tho proent time for peptithow Fioclar than that of Jroland br 877,670 . The need for whemantity malictribution in sootland la obviout
 Imelan top Howe of Dommona nt Wetmineter,
The total poppulation of poputation, has 108.
the alfth of Aprll ind, 1911 , wht $4,471,967$ in 1001 . Th, wte 4,759, 581 , 40 compared thet thorg were In Eoothand 141 , 230 mor 1911 chowed malce, the firures bolne $\mathrm{L}, 307,681$ more fomalee than
 the addition of the merr on forelog Englaed, however, and the envy, and the fithermeng ond mice In the nrmy who were not enumerted mona merchent menmen redrets the balance the wouid have tone fit to 8 oottioh population wan 6.4 per contial incrette In the than in any deoede olnce ter conk, $n$ emaller inereme the population of goplend ior the total ineromed In the opening of the sinets for the 110 yearn elnce


## Cramam of Porolation in scotlagd.

The locreate of populntlon tinoe 1801 he been very have ing aiteributed, Twonty-alne of the veen very

 nad Inthrpitand-have towt poryritit, Berwlet. Perth fowar suident Inhablente than In wation hava now increace of county population din 100 . Tha largtof yeare dre in Larami, $1,200,421$ of $870^{\prime \prime} 8$ pep poitod of 110
 2007 per cont. Aberd pas cuati. Renirow. 236,071 or and ayr 184,125 Aberdean, 100,285 or $147 \cdot 1$ per oent.. deondn theri has been an pate ont. During the lat cuman there has been an thorvate of pogralution in 18


pountiee and decpeace in is corn
inonese in connty pophlation conntwe. The erenten anir, 107,780: in fifo them: in foume in Lanaft omi in lienlraw. 11,504 th: in Dumbartoa, 8,004 comnty popalation ore Tha ERealest recerouth of
 poptalaten of Mentland and rorfay, 3, ena, ' (G' the tata and 1, Al $^{\prime \prime}, 2$ In the portionu of the livel in the burthe buryt ${ }^{2}$ cum. portion" of the ewuntry outarde the
 buthe in are tland are the ropal pepulation. for mothe
 tue ty lif to





 tion of Ddinbargh did not line 16.1 when the popite In the cencua the increat increare by at leaet popleo 2.730, and In Ave of the districta phola ctty wis only decreano. The population of Dunilere was an actinal
 \$.718; but dinins thta ten yeary ake, on increate of vuburtion aree of now perfor thandee hes Inelidet the foe thicentensien of terile In her durgh limite, Put wosld have mmolned territery the populatlon of IMunt would hove to tolte prectically ntatienary, and punde ganking ofer abreurth place in the cithes of gcotland diprint the deometn whone popuiation Incroesed 18, 01, in 1011 .

## 2H0 Popthation of Iotayd

According to the onumeration mede on Aprit end 1011, the popultition of Ireland to $4.381,081$ pepening, 2,180,604 molee and $2,195,147$ femmer. Thee former
 the numb decreter is inalee was orb per ent, ind in lable afrew of remalea $2 \cdot 8$ pep oent. The fotlowint thowing the faerenepilation of freland by Provinces cons that only In latmet docresse la each, If will bo In oftuated his Leinnter, ihe Provinoe in whith Wuilin Ulater In. Has there been an increace, and thes Dubiln there hai been of erana et 10.4 per cont. for Belfant wore hat been an actual decrease in populotion.

Jnerence

| Province. 1910. | 1011. | Incremes Or | Rets per |
| :---: | :---: | :---: | :---: |
| Lilneler. . . . 1,152,899 |  | ecreste. | cent. |
| Muncter.... 1.078,188 | 1,160,328 | +7,490 | - 07 |
| Cowner..... 1,542,893 | 1,578,572 | $=13,103$ $-4,24$ | - 40 |
| Cownaught. 646,93\% | 609,966 | - 36,980 | - 0.57 |
| Total.... $4,458,775$ | 4.381,851 | -74.884 | -1.7 |

thine decline in population in freliand la not a now thing. If ha been going on eteadlly sinee i 811 , and se on mother of fact the decreque is to comparetwrely amall for the decade $1001-1012$, that it may mark the turnint point, and the next cenous may show an arrest of the lne teble thow the population propulaiton. The follow


## NEWFOUNDLAND

## NEWFOUNDLAND

In tbe year 1654 the first estimate of the resident popnlation of Newfoundland was made. At that time there were supposed to be about $17{ }^{-5}$ persons living on the lsland. In 1680 this had lncreased to about 2480 besides 4000 men engaged in the fisberies from the West of England. The population bas grown ateadily from that time, and in 1911 the population, including the popnlation of Labrador, was estimated at $\mathbf{2 4 0 , 0 0 0}$.

The following table will show the number of Protestante and Catbolics according to the censue returns beginning with the year 1845:

|  | Year | Protestenta | Roman Catholics |
| :---: | :---: | :---: | :---: |
|  | 1 Mb | 49,505 | 48.983 |
|  | 1*57 | 67.743 | 57.214 |
|  | 18 HN | 85.406 | 61.040 |
|  | 1574 | 97.047 | 65.317 |
|  | 1831 | 129, ent | 75.130 |
| (Including Labrsdor) | 1891 | 1.7.947 | 72,696 |
|  | 1901 | 114.985 | 75.989 |

The Census returis for 1901 slow tne number engaged in the following occupations:
Clergymen ..... 243
Teacher: ..... 789
Lawyers and Doctors ..... 138
Merchants and Traders ..... 1,040
Office and Shop Handr. ..... 2,353
Government Service ..... 789
Oatching and Curlog Fish:
Males ..... 41.281
Female» ..... 21,443
Farmers ..... 2,475
Fisleers and others who cultlvate land. ..... 40.438
Mechanles .....  3.111
Lumbermen ..... 1.408
Miners ..... 1.576
Factory Hands ..... 1. 626
Employed otherwlse ..... 11639

## THE FISHERIES

The chief industry of the people of Newfoundland and the chief contributor to the prosperity of the country is the fisberies. The fishery products form about 80 per cent of the exports of New-

## NEWFOUNDLAND

foundland as shown by the returns for tha fiscal yesr 1909-10. Tha total value of theas exports, was $\$ 9,572,962.00$, divided as followa:

Codilish (dried)
Codish (otherwiee)
Herring....................................................................... 15 .
Balmon............................................................................
Lobsters..............................................................................

Cod Oll...................................................................... 599

Seal Skins..........................................................................814
Whale Oll.............................................................20

As will be seen hy tha ahova figures codfish is hy far the most important psrt of tha fisling indnstry. The annual export of codfish from Newfoundiand is asid to averaga $1,500,000$ quintals, while the annusi catch of codfish in North American waters equals ahout $4,000,000$ quintala. In 1808 the export of Newfoundland totaled 1,732,387 quintals.

Southern Enrope, Brazil and tha West Indies are the chief buyers of the codfish products.

## IMPORTS

Nawfoundland imports from Great Britsin lu 1890 were valued ahout $\$ 2,500,000$ and ahout $\$ 2,900,000$ in 1910 , forming only $22 \mathrm{p}: \mathrm{r}$ cent of the imports of tha lsiand in 1910, as compared with 32 per cent from the United Statea and 30 per cent from Canada. In other words, her imports from Great Britain annually amount to a little over $\$ 2,500,000$ and from Canada and United Statea each ahout $\$ 4,500,000$, and from the rest of tha world $\$ 700,000$, of which amount ahout $\$ 300,000$ is for sugar and molasses from tha West Indiee.

Ahout one-half tha importations from Canada and United States are what may ha clsssed natural products and articles as-provisions, grain, feed, coal, etc., so that only one-lialf of the importations from Canada and United States are manufactured articles, whila the importations from Great Britain are almost entirely manufactured articles. The following comparative tahles give the principsi manufactured imports for the years 1905 to 1910:

Some of the Principal imports for the Pant Five Years, in which Britala, Carada and the United States can compete on tairly equal terms.

| Articlen. | 1906-06. | 1008-07. | 1907.08 | 1906-09 | 1008-10 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Total Imports of all Arti. clow (inoluding Specie) | -Dollary. | Dollary. | Dollart | Dollare | Dollars |
|  | 10,414,274. | 10,428,040 | 11,076,111 | 11,402,887 | 12,799,696 |
| Conl <br> Lenther and Leatherm $\because \ddot{ }$ | 623,927 | 865,208 | 648,691 | 605,997 | 691,784 |
| Dentior a nd | 882,687 | $\begin{aligned} & 852,238 \\ & 876,462 \end{aligned}$ | 346,562 | 847,888 | 421,641 |
| Cotton Folorica | 881,177 |  | 888,089 | $888,716$ | 482,086 |
| Hiardware.. | 305,606 | $\begin{aligned} & 876,468 \\ & 282,250 \end{aligned}$ | 252,688 298,586 | $849,622$ $256.242$ | 823,936 |
| Emallwares | 226,897 | 800,207 | 211,155 | 206,242 | 847,000 |
| Hemp Yarn | 225,080 | 211,685 |  | 188,686 | 219,748 |
| Beadymad | 200,300 | 200,881 | 188,616 | 161,165 | 215,298 |
| Women's Ör G̈oode | 170,780 | 162,70 | 183,088 | 188,674 | 160,855 |
| Balt ... ... | 143,082 | $129,767$ | $128,744$ | 108,806 | 187,863108,835 |
| Mrahinury intom | 180,003 | 101,737 | $\begin{aligned} & 142,865 \\ & 400,826 \end{aligned}$ | 111,888 |  |
| Grocerice ... | 127,530 | 818,840 138,485 |  | 886,684 | $516,404$ $144,085$ |
| Fruit ${ }^{\text {8tationery }}$ | 127, F (5 | $\begin{aligned} & 180,503 \\ & 189,000 \end{aligned}$ | $\begin{aligned} & 151,714 \\ & 10,825 \end{aligned}$ | $\begin{aligned} & 188,154 \\ & 103,372 \end{aligned}$ |  |
|  | 107,803 |  |  |  | 116,115 142,646 |

Imports from Oreat Buttain af abeve articles during the Pant Five Yeans

| Axtiolas | 1000-08 | 180c.07 | 1907-08 | 1008-09 | 100\%-10 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Total Imports from Grent Britain of all Articlee (including speoie) | $\begin{aligned} & \text { Dollare } \\ & 2,657,196 \end{aligned}$ | Dollares $2,669,884$ | Dollars. $2,688,802$ | $\begin{aligned} & \text { Dollare } \\ & 2,488,670 \end{aligned}$ | Dollary $2,040,401$ |
| Conl | 48,958 | 82,457 | 24,513 | 44,889 |  |
| Lrather and Lentherware | 16,082 | 17,147 | 16,287 | 16,396 | 28,188 |
| Cotton Fabrica | 236,976 236,207 | 276,410 | 254,925 | 278,413 | 305,846 |
| Fintware... | 134,156 | 100,245 | 179,398 | 178,888 | 221,947 |
| 8 mallwaree | 196,652 | 108,691 | 179,387 | 107.858 182,868 | 181,498 |
| Homp Yarn | 165,024 | 156,869 | 178,572 | 182,866 89,067 | 209,687 69,164 |
| Resdymade Clothing | 189,409 | 189,762 | 144,024 | 188,998 | 188,604 |
| Women's Drens Goode | 167,484 | 154,794 | 127,986 | 184,678 | 187,274 |
| Salt ... ... | 137,028 | 122,276 | 117,496 | 108,008 911 | 127,510 |
| Mechinery i Looomotives | 87,524 | 79,399 | 102,371 | 47,649 | 114,390 |
| Groceriem ... | 61,058 | 66,007 | 73,768 | 6, 222 | 62,597 |
| Stritioner | 37,825 | 44,269 | 44,9m0 | 89,745 | 36,892 |
| 8tationory $\quad .$. | 25,589 | 26,876 | 28,208 | 61,496 | 86,190 |

Imports from Canada of above articles during the past Five Years.


Imports from United States of above articles during the past Five Years.

| Abtichers. | 1903-06 | 1908-07 | 1907-08 | 1908-09 | 1909-10 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Total Importa from United States of all | Dollara | Dollars | Dollars | Dollars | Dollars |
| (including Specie) | 8,417,350 | 3,447,350 | 3.859,892 | 4,232,680 | 4,571,192 |
| Coal <br> Leather and Leenthe... | 77,522 | 80,815 | 83,272 | 48,150 |  |
| Dry Goods ..: .. | 178,243 | 214.267 | 208,161 | 209,150 | 99,851 188,106 |
| Cotton Fabrica | 57,663 | 61,301 | 75,222 | 70.162 | 79, |
| Hardware . | 62,989 90,233 | 88,485 <br> 88.468 | 59.093 | 53,893 | 88,117 |
| Hemp Yarn | 13,178 | 98,468 | 92.998 | 86,657 | 117976 |
| Keadymade Clothing .. | 87,750 | 50,560 | 75,286 | 12,197 | 16,894 |
| Tweeds ... | 37,278 | 35,431 | 27,565 | - 98,615 | 31.587 |
| Women's Dreas Goodis | 1,348 | 390 | 44 | 42 | 105 |
| Salt ... | 2,082 | 934 | 509 | 62 | 848 |
| Inschinery and Locomotives | 2,138 | 427 | 6,914 | 4,270 | 7,292 |
| Cisocories .. .. | 127,672 30,509 | 188.843 | 148,477 | 12385 | 193,363 |
| Fruit ... | 30,809 | 869 | 39,455 | 36,047 | 39, 103 |
| Statiocory | 25,978 37,273 | 39,499 | 31,019 | 38,864 | 31,10\% |
|  | 37,273 | 35,237 | 24,205 | 24,300 | 43,674 |

## The Game Laws of Newfoundland.

## Carihou or Deer.

Szc. 8.-No person shell hant, kill or pnrane with intent to hill, any moone or olk within this Col ny, at any time before the lat day of Jannary, 1912. Maximnm penalty $\$ 200$ or three months' imprisonruent.
6.-No person ehall hnnt, kill or pursue with intent to kill, any caribou from the 1st day of Fehruary to the 31 st day of Jnly in any year, both day: inolasive, or from the 1st day of October to the 20th day of October in any year, both days inslusive.
7.-No person other than a licensee under this Act shall, during the time by thie Act allowed for killing caribon, kill or take more than two atag and one doe caribou in any one year.
10.-No person not actually domiciled in thie Colony shall hant, kill or parsne with intent to kill, in any season any caribou without having first procured a license for the season, nor shall more than one license bo granted in any one year to any one person.
11. - Bnoh licenses to hant caribou shall only be issued hy a Stipendiary Magistrate, a Justice of the Peace, or the Department of Marine and Fisheries. A fee of $\$ 1$ for each license shall be paid to the person issaing same.
13. - Any person not domiciled in this Colony shall be ontitled to hnnt, kill and purme with intent to kill, caribon on taking ont a license, for Whioh a fee of $\$ 50$ ohall be paid, and snoh license shall entitie the holder thereof to kill not more than three stag caribon. Licences may be iterued to Officers of His Majesty's Shlpe of War employed on this station for the Fishories Protection withont payment of any fee apon application to the Minieter of Marine and Fisheries.
14.- Lloenses nhall be iseued to all guidee hy any of the persone named in Section 11, hnt the fee of $\$ 1$ in the said rection mentioned ehell not be oharged. Every non-domiciled guide ehall pay for such license a fee of \$50. Every applicant for such license shall make oeth or affirmation that he will nse his best endeavonrs to have the provielons of this Act carried out, and that whenever any breach thereof may oconr he shall forthwith roport the eame to the nearest Magistrate, Jnstice of the Yeace or Warden, with a view of prosecuting the offender to conviotion.
15.-No person holding a licensa to hant, kill or pursie caribou ahall omploy as a guide, valet, or mirsonal servant, laborer or bearer in a hanting expedition any person tho has not obtained a license under the next preceding section.
16.-Any person ohtalning a license to hant, kill or pnrane caribon ehall make onth or affirmation before the person granting the said licanse that he will not violate or permit the violation of any portion of thly Act. urnent. caribon r, both October ing tha an two ng first inse be udiary oe aud issuing holder lay be etation ication uamed not be fee of nation is Act shall Peace ribou bearer icense
17. - Nir person holding alicense to hant carihour shall kill or take mote etag caribou than the number indicaterl by bun licenpe, sod no member of a hanting expedition, whether a gricho, bearer or laborag. ur otherwite in the employ of the holder of saoh licendo, whall kill any iudbou other than under the enid liceuse, aud ay a pact if the nomber iudicated therein.
18. - It ahall be the duty of the holder of a liceuee to hant, kill or pursue caribon to return hia license at the explratioo thereof to the Maglatrate or other perwon anthorised to isene the same with a atate. meat thereon in writing nuder oath or affirmatiou specifying the oumbor of caribou killed hy him aud hia party under the said license.
19.- Save as provided in this Aot, to person shall export the sotlers. heads or ekioe uf any caribou, wor shall the owoer, master, offioers or crow of suy vessel permit the exportation thereln of any such antlers, of a Customs officer. part thereof, save as provided aud uoder a permit 20.- If any mer Penalty $\$ 500$ or aix monthe' imprisoomeot. shall be couvicted of a woer, or officer, or any one of the crew of any veasel upon such conviotiou, be liohle of the last preceding sectioo, he shall, $\$ 500$ or eix months' imprisonment every auoh offeoce to a penalty of claim agaiust the said vessel, ant, and auoh penalty shall conetitute a collected and enforced by th, and become a lien thareon, aod may be vercel, dospite any ohange of regietry coufiscation aod sale of the said the offeuce and the esizure of the vessel owuership between the date of 21.-Any permou holding a liceuse uuder this Act may oxport the carcese huot, kill or pursue catibon any arribou killod ander the said license, aotlere, head or aoy part of tha Cuotom Honse for expolal license, upon eoteriog the same at Such person shall make onthan and receiving a permit therefor. whioh be inteuda to export, and theffirmation, epecifyiog the articlen killed ander license held hy him, from whom he ohtained the said licene etatiug the name of the person the articles sbout to be crial license, and the date thereof, and that coramerce, and be shall therenped are not beiog exported as articles of Custome before whom auch export a fee of 50 ceots to the officer of officer ie herehy suthorised to rextit entry is made, which fee the esid be forwarded to the Dopartment of Maring affidavit or affirmatioo ehall 22.- No permon holding a lice
this Aot shall export from thie Colony the , kill or porsue caribou ooder more than three stag caribou.
23.-Any person not holding a lioeuse to huat, kill or pursue caribou, hat who is domiciled in this Colony, may oxport the aotlere, heads or aking of caribou upon ontering the same for exportatioo at a Custom 3 Hoose in the Colony, and recaiving a specinl permit therefor. Surh $h$ permit ahall not be granted except upon an affidavit made before the Cuatome officer to whum application for a permit is made, etatiog the
name of the owner of the artioles to be exported, thoir deatination, and the porson from whom and plece whore obtained, and that the mane ast not bolng exported as an artiols of commerce. Snch affidavit ahall be tranamitted hy the officer of Cnatoms to tha Dopartmant of Marime and Fisherien.
24,-Any parwon who shall put np the flesh of caribon in cans or tins or other packages shali be liabie to a penalty not exceoding two hnndred dollars, or, in defanlt thereof, to imprisonmant for any poriod not excoeding three montha.
25.-Any flent of caribon fonnd pnt np in cans, tins or other paokages may be seized, and may be destroyed by the order of a Juatice of the Peme.
26.- It shall not be lawfin for any porson to purchase, or to receive in exchange, from any other person, any venison or any portion of the flesh of caribou, at any time between the first day of January and the thirty-first day of Jnly in any year, and any person offending againat the provlsions of this rection shall be liable to a ponalty not exceeding two hnndred doliars, or, in defanlt, to imprisonment for any poriod not exceeding three months.
27.-If any Cnatoms officer is informed or beoomes aware that any antiers, beads or sklns of caribon are being exported except hy a porton Who has complied with the provisions of this Act in all respecte, it shall be the dnty of such officer to seize the anid antiers, heade or skins, or any portion thereof, and to make complaint bofore a Stipondiary Magistrato or Juutice of the Pence that a vlolution of this Act hay been committed.

28-29.-All percons are probshited from uetting any amare, trap or plt for the dentruction or capture of, or killing or pursulng with intent to till any carihon.
(a) With dogs ; or
(b) With hatchet, comahnwk, spear, maching, enatrivance 08 weapon, other than firearms loaded with ball or hallet ; or
(c) While swimming or crossing any pond, lake, atream, river or waterconrse.
No person is allowed to hunt or kill caribou within the area as hereafter deseribed, that is to say :-

Commencing one and a.balf milel south of Grand Lake Station, on the shores of the lake, to a point at the same distance from the railway at Howley; thence to Goose Brook, one and a-hall milen fron: the railway line; thence enst to the railway line near Kltty's Brook Falla; thence northwardly six and a-half miles ; thence to a point at Jnnotion Brook, three miles north of Grand Lake Station; and thence sonthwardly along the conrse of the brook and ehore of the lake to the place of commancement.

All Anes and panaltisa nuder thls Act shall be sued for and recoverod in a anmmary manner on information or complaint before a Juntice of

## a, and

 mo and ball bo no and or tins ndred not arnges of the oive in of tha ad the net the ag two not $0 t a n$ pertion 6 chall or any iotrate itted. or plt to tillthe Pace by any person who ahall inform and one for the sareo; mod
 complainant who ahall proceonte the offondar to conviction.
Aay permon who ahall violate any seotion of this Aot for wbich no monalty is heroin provided ahall be liak't to a Ane not exowding $\$ 200$, cir monthe.

## Birds and Wiid Rabbit or Hare.

No person shall hant, kill, purahase or have in his poosecation any ptarmigan or willow.grouse, commononly ealled partridgo, or the egge of a0y anch hirde within thil Colony between the 15th day of Decombor and the 20th day of Soptomber in any year ander a ponslity of not exceed. ing one hnndred dollars, or imprisonment not exoceding three montita. Provided it shall not be held anlawfal to coil, etto., or heve ponemion of buoh birde whore the party chall prove that the said hirdi were killed any year.

It shall be unlawful for any porson to export from this Colony for exlo at at artiale of commerce, any willow or othor grouse or partridge, ander - penalty of five dollari for esch hird so axported.

No percon ahall hunt, ato., sall, purahace or have in his pomomion any curlew, plover, waipe or other will or migratory hirds (excopt wild geew) or egge of any ouch birda within the Colony between the 15th day of December and the soth day of Soptember in each your, under a penalty of not less than $\$ 25.00$ nor excoeding $\$ 100.00$, or in defanlt of peyment, of imprisonment not exceeding three montha.
No perwon ahall trep or snare any wild Rahbit or Hare botweon the let day of March and the 20th day of September in any year under a pemalty of not lees than $\$ 25$ and not exceeding $\$ 100$, or imprisonment not exceeding three monthy.

Any pornon excopt a travellor on a journeyfoand on Snnday carrying frearme, ahall be enhject to athe not oxceoding forty dollhre, and in deforlt of payment, to imprisonment for a period not excoeding one

Auy person, excopt a traveller on a journey, foand on the ahooting ground carrying Arearms with or withont dogs between the aftoenth day of Decomber and the first day of October, where ouch game is known to frequent shall be suhject to a fine not excoeding fifty dollars, ond in defanlt of payment, to impriconment for a period ant oxceoding

No person shall hant, kill, wound, take, sell. harter, parchaco, recelve or give awny, or have ln his pormomion, any Capercailzie or Bleck Game, or the egge of any auch hirte within this Colony, at any time from the
plened at to irppede the penenge of calmos or trout in an river or otreme wizill be instantly romoved, and no madast or mill sabbish of any lin whalf bo cont into any pood, lake, zivor, brook, atream or watorcourse.
No percon shall salah, kill or tako any ealmon or tront in any rivor, hrook, otremen, pond or hate in this Colony botwean the 15th Soptomber and the 15th January nozt following in any your.
No person aball jay or soll or have in pomemion any mimon or trout whloh hovn ison taken contrary to theme rulen, and avary melmon or trout to taken man' : I forfoited to the complainant by any Juction.

No porsen not beiz ; $s$ :esident of thin Colony or its dopendonoies or not having a fiser. N'3", of domioiie theroin thall take or foh for any salmon, sen-tron.: , wmanniaho, tront or oharr, or any fish inhobiting or recorting to the aland watore or estuarion of this Iuland ar itu Dopondenoies, unless cuch porson ohall first havo taken out and ohtained an Inland Fishory License. Provided, nevertbelens, that this seotion shall not apply to offlers of \#is Majesty's ahipe apon rervice on or viaiting thic atation.

The conditions on which the mid licance is granted shall be :-
(c) That the liconsoe whall in all reopeots conform to the lawe of this Colony, and especially to the Statuter and the Rules and Rogulations of the Board beving reference to the telking of finh in inland watern, and shall do all in bie powor to prevent the infreotion of suoh lawn, rulee and regulationa, and to promote the protection of the Inland Fisheries; (b) That he aball pay to the Board or ite anthorised Agent the aum of ton dollare as a fee for mid license ; (c) Upon proof to the matialmation of the Board that snob ifconser has been guiity of any vioistion of the law the Board may declare the an i license to be canoelled, and the mid licontee is thenceforth dopriven of all right and privilegen ander the

## Fire Patrol Regulations,

The Governmont has appointed a Cbief Woods Rangor and Fire Wardene for the hetior protection of the game torenta. Hit duties are, n part:-
(1) To periodically travel over all woodlanda, whether heioaging to the Crcwa or privato owners under lensa from the Crown.
(2) To trace the origin of every woode fre and fuliy report anme to the Government.
(3) To act in tho capactey of an officer for the onforcement of the game iawe of the Colony.
(4) To soe theit the followng notice is consplenously diapleyed:" Camp.fres must be totally extingaished before breaking comp, nuder penaity of not to osceed twelve months' imprisonment or \$400 fine, at provided by lam."

The Government of Newfonndiand baving leased to the AngioNowfoundland Development Compony cortain and land wotar areas

12th day of Ootober, 1007, to the 12th day of Ocwber, 1917, ander a panilty not eroweding one hundred dollarn and conta, and in dafanit of paymont, to impriconment not exemoding two meuthe.
The followiog deroription of the hirds is published for general information : The Caperocllaie Cook is a large hird weighing from novon to twolve poanda, of dark hive plamage, hut white from the crown Cook wardeand with white spote on the appor wine coverts. The Black Woak which is Largor than the Purtridge, is aleo of dark hiue pinmage, are colour of the local Parter tail and winga. The hens of both apeoice Nothing onntained in ther poor nottio. ato shafi theme Rules and Regalations ohall extend to any of yeare from being killed) for hisd (oxoopt thove prohibitod for a torm Eamily.

## Otters, Beavers and Foxes.

 No permon shall hunt beavers or export beaver skins till October let, No person aball, in any yarr, take, hill, wound or destroy any otter or peaver between the frst day of April and the firnt day of Ootober, under mpenalty of twenty-five dollanw or imprimonment not excoeding oneAny permon who whall parchace, receive or have in his pomsemeion any bkin or caroass of a beaver killed or talten in violation of tho lasw, shall be lieble to a panalty for a frut offonce, not excoeding of the Law, shall be or in dolualt, imprisonment not exeoding axceoding two huudred dollara offonce shall be froprisoned for exceeding two mouths; and for a meond
Pomension of a mmanen or monthe with hard labor.
vidence of a vinlation of this Act. of a beaver shall be prima facie
No person mhuil hunt fores from Maroh 15th to October 15 th in any

## Trout and Salmon.

No person shall catoh, kili, captare or take any salmon, trout or inland Water fiahon in any river, stream, hrook, pond, lake or estanry in Nawfonndland hy any other meane except rod, hook and line,
No perton shall hy apearing, swoeping or hauling with any net or seine, take or uttempt to take any salmou, trout or inland witer fish, and the une of lime, explonivee or other delelerious componnds for killing or estahing fish of any deaoription is prohibited.
In every mill-dam, rack or framework orected or huilt across any pond, lake, river, hrook or atream where calmon and tront huve been known to euter, there shall be pnt a proper pass.why or fisil-ladder not less than four feet in width, onpahle of allowing salmon or trout of any size to onter tho waters above. Any iogs or timher of any decoription which nraj bis so
siterele in the distriots adjoining Red Iadine and Viftoria Lakex, tonrinte and oportomon will plameo note that, before antoring npoe the lands of the Anglo-Nowforndiand Dovolopmeat Compmay whow laade axtond aloug the lino of railway from Grand Falle to Gati Topanils (Sammit), incinaivo-lit will be nacumary to fiset theo ont a permild, which can be ohtwined hy applying to the Company'0 beedquartors at Grond Felle. It is also required by the torms of the contrect arranged with the Goveramont, thet "Evary toarite or party of tonriots shall be required to omploy one as lemat of gatios or fire warione empiojed hy the Anglo-Nowfoundland Dovelopment Company, ne guide ot the noual toee when ontering on the lande of the ald Company."

## Customs Regulations.

When Tonrios, Anglors and Sportamen arriving in this Coiony bring with them Cameras, Bicyoles, Angler'0 Ontats, Tronting Geas, Flro. arms and Ammunition, Teata, Canoen, and Implemente, they ahall be admitted andor the following conditions:-

A deponil equal to the dinty chall be takion on such artioles as Camarns, Bicgolet, Tronting Poles, Firo.arme, Teate, Cancon, and Tent equipage, 4 rocelpt (No. 1) wocording to the form atteched ohall be given for the doposit and the partionlart of the articles ahall be noted in the receipt as Toll as in the marginal ahognes. Recoipt No. 2 if taken ot an ontport office ahall be masiled of once direoted to the Asolstant Colleotor, st. John's, if taten in 8t. John'e the Recoipt No. 2 shali be cent to the Lending Burveyor.
Upon the departare from the Colony of the Tourlat, Anglor or Sports. man, ho may obtain a rofnod of the deponit by promenting the artlelen at the Port of Exit and hoving them compared with the receipt. The Examining Offica: ahall laitial on the recoipt the revalt of him oxamlnation and npon lite correctneng being ascertained the refand may be made.

No groceries, canned goods, wince, epirits or provisione of any kind will be admittod free and no deposit for a reland may be taken apon anch articlea.

## BUSINESS DICTIONARY.

## $\theta$

Abendonment - itumarine insorance die sowlide lif of property parily dentroyed, by tha awnertit the lnaret
Unmathe -A discount ellowed for yomako or ovarecharye. or for the Abuynemit of till befora it is due
Acceptance, - In net isy which the percantile lew, the - uliful exchanio or uponwhom Jrewn enkeych 10 pay othor ordar is Itsell alter ti his pay li: tha bjlj
Acceptonce for May bean accepled unce mudo Monar. - An accept. protexted for non-acrent hes been the honor of the dmeer ar anca for dorser.
Acceptor
ordrali-Ono who accepls an ordor
Aecommar bilt ol exohinizo.
paper for whict Pepr, - Conamercls) phosed betwcelt tho conilderation thes. has put hls name to whecti a parly onother who is to to cecommodata when dua. is to jrovida payment when dina.
Acknowledgmaet. - Tha act by wblch - Psity uno hin executed in in. isument deciarem or acts nowledges it before a compeient omicar to be his or har act sind deed.
tatament of written or printod ony Lusinose febles sid credts la Accoune cums irnneadion.
mant of tha parties for prinathons oetween Ins tha condicion in perlod, showexfrent or presen of atfolis at the Account Sor present Itma.
ment oiles, - A detelled statement ol commisslon merehant lo bls princlpel, showing his walea, Itha expenses ittending tba wame end than procecte:
kecountant, - A perion trained to ctionelro M.
Actionaire, -The owner of sheres In
Action.-The company: estock holder. Action.-The forms 1 means of recov justica: sumt, ingts court of Aet of con
by abjxics 1 ceuse which produced sintitic, such ceuse which is Ireecmincs, earthatas Jighthlag, burfjActuary, earibquskes, etc.
Actuary.-A registrar or clerk; gen. arally appled to the menager of a Adminlatranca company,
loselte the eatele pen appolnted
to menage an intestate entato.

Admiralty,-Tuc prower that ennifols
court airalry tn citeut Hetralit court ol tidmiralty - A court whilit sloetdes friestions of unarltien fllitlec.
Adatterallon.-The delasing of an
lesu vinlualibwance lis slutlous or
Ad velores it mixlure.
Advance. - - itceordlax to y plue.
protise: miockis nikriou: adaltonal
Adventure. -

Adventure in co juc utellon. sold on toint -lioraly nemt to be ont contskite occolmt of shjplepy Advice - ume
offered. untaily lit or sur火entons intised, ustally til regurd to buy:
Allide li, sciling goods.
Altidall il.-A writien statenient
mindo tion oash.
Allrelght:-To lire, as a shlp, for
transporting licighe.
for tho convesence ofthe ol a thlp
Arency, -Thaejence of goous
fineen - Tha relitioo exitiling beaneen two partles by which one is allhorized to do cethiln butiness
Toranothor, with other fiertles
by another persoll who is enjitojed
any way act for ho busiucss or in Are of consen tim.
young wersons are cage at which
ing o valld contrectapula ol mak-Agho.-A torm contract of murriago. alfiterence Detweed to denoto the nominal volute ot tho real and Alimeny.: An all moncey.
Wlfo ous of ber hanburats 10 a durine es of ber hunbund's entate ration or ilif for divorce or sejparation. Or. ot tis ternination, for hier life or for a whorter period Allonge, - A pajper atteched to a bll of axchanye, when thero aro too talned on orsements to be conAmation. Remoral Itsill.
a corporallon. Ral of on oftecer of
Aljarwence, - A deduction mada, for Instinnce, from the gross wolght of
goods. goods.
Abker. A common Hiquid measure. coung in, ditfereut European Antal.-A winc nine to ten gallons. Antali-A wilne measure ol lliungary bolding about tbirteen and a hall gallons.
Atitclpate. - To be be lore la dolag. or pay before ulic.
Amfeodated,-Duteit at a time eariler than toe actual date.
Annulment. - The act of making
rold.


## MICROCOPY RESOLUTION TESI CHART

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## BUAINESS DICTIONARY

Appralse.-To set a value on goods or froperty.
Appurtenance.-Adjunct or append. uge to property:
Arbltration.--The investigation and declsion of a caluse or matter between partles in controversy, by chosen persons
Arbltratlon of Exchange-The deduction of a proprortonai or arbitrated rate of exchange teiween two places. throughan liternediate place, to ancertaja the noost ad. vaniageons method of drawing or remitting.
Arrear.-That which remains unpald. thougb due.
Articles of Copartnershlp. - The writien agreement by whiclacom partnershipls formeti.
Assay. - To subject an oro to ehemlcalexamination tollnd the amolut of any metal contained in j f .
Assess.-To fix a certain value for the purpose of taxation.
Assets. - Property avaliable for the payment of delits: also the eutire property of an indirldual or compuny.
Asslgnee.-The person to whom the falink debtor trausfers all ills romaining pfoperiy for the jurpone of liaving it dlstributed amons fisis creditors: one to whom anything Is assigned.
Assignment. - A transter of a falling debtor of bis property to an us. kignee; a transfer by one personto anotber of any properiy, jersonal or $r \in a l$
Assignor.-One who asslgns yrop. eriy.
Assoclation. - The union of a num. ber of persons for some sjecial purpose.
Attachment. - A scizure by virtuo of a legal frocess.
Attorney (Power ofl.-A writien authorlity from one person eulpowertng another to nct for hint.
Auctloneer.-Ono who selis goods at mublic sule.
Auditor.-A person appolnied to examine and settle accolntis.
Avalls. Protils of property disposed of: proceeds of goods sold.
Averare.-A proporilonai share of a general loss: also a mean time of payment for scveral debts due at different times.
Avolrdupols.-Commercial standard of weight in the United Stutes anm England.
Award.-Declsion of arbitrajors.

Ball.-The security given for relessing a fersoll from cubtody.
Balice.-The person to whom goods are thrinsted.
Ballment, - A deilvery of goods in triat lifon a contract that the trist shall be falthfilly executed on the part of the bailee.
Ballor,-Ono who intrests goodi to another.
Balance. -The excess on ono side. or what added to the other nakes equality lit the accuint.
Balance Steet.-A statement In condensed form bliowing the condition and proseress of Lusiders.
Ballast.- iluy lienvy materiul ulaced in the hold of a ship to sicaily it in the water.
Hanco. - A conmerelal term useii in Ilamburis to dibilnailish bank money from common currency.
Bank Bill. - i writien promlse to bay to the bearer on demand a certalin sum of money, lssucd by a bank and used as money.
Banking. -The busiliess of a banker, or bertailling to a bank.
Bank Note.-Same as Lanis blll
Bankrupt, -An lisoivent: one who is unuvite to pay tils dents.
Bankruptcy.- the condition of otte who is linable to pay his debts as they fall due.
Bank Stock. - Stiarer In the capilial suck of a bank.
Barritry. - Any breach of duty cnmmitted by ilu master of a ressel or the seamen, without the eonvent of tito owner, by reason of which the sitp or cargo ts injured
Barque.-A three masted vessel car. rying nosquaresails on ber inlzaen mast.
Barter.-To trade by exctange of foods, thdintluction from tradjug by the use of mosicy.
Bazaar.--A word of losicrn usage, signifying a piace of exchanye, or generai market ulace; $n$ reporltory of funcy artleles, espucially of dress.
Beacoa. - A signal light far the snid. ance of marituers: lisually ereeled and sustalned by the Governmeni..
Bencficlary, - lu IIfe Insirrance, the jeison 10 whom a pollcy is inade payabie; tho jerson for whove bencht anolier holds ine.legal title to real exilate.
Beyond Seas.- Denotes absence from the country, and generaliy heid 10 weanabsence from tho partleular. State.
Biddef.-One who blds or offers a price.

## BUSINESS DICTIONARY

8ifi, - A namagiren to statements in ling: as goods, a note, a draft charces. chacted; cxhibition of
BII!
writing by thge. $-A$ directon in Writing, by the person who stins it, to another, person who stgn dressed, to pay to whom It is ad. definttesuni of moner at a jerson a time
ataspectied
by a common ariter statement lug yoods by harrier to one send. that they hum, acknowledwlny hlm tory buve been recelsed by of s. Lortransportution, with terms of shlpment: It is both a receipt ond a contract.
of goods seld. - A detalled account Bif go sate.
for sale,- A formal Instrument for tise transfer of yoods and elen

## al

no indorsement.-Ono in whteh the partleniar person is named as the onc to whom payment is to be made: it conslsts of the indorser:

## Board only

humlness men - in assoclation of of commerclal Int the advanccment
Bone Fide in folerests
Bond, - in - in good falth; in reallty, ment bindinten and scaled Instritcascs, his helrs personand, in moro irs $t 0$ filtill certaln ob-
Bonded
the oftlecers of -Goods in charge of on whlels of customs tho ditles custom hounds are glved at tho custom houne.
a losin, in ireinlum or axtrasum for Book-bebt, - in entry or privilego fedger: called also an or cliarge ona in contridistincuon-to accolint. proniso or mote Bottomry
given for a Bond, o-An obligation acerulny frelght upon a vessel and areach inclght
volation of an afrecmentracts, tha gation.
Breakage, An allowance made by the shitpier or selfer on certaly descrljtlons of frasile goods.
boker. - A persion who transacts stockess for another, commonly in stock, money, ctc., using the name Brokerage.-
transacting business charged for Bullis and Beare. Por by a broker, In the gambling Persons engaged stock exchangei the buils are of sonally interested la buits arc perprlces of certatn bears ara thating to while the prices,

Buffion, -1 rommereini name for un By-Bidder cold or strver By-Bidder.--I peronn emplopeev! at auctlons. In order to raise thien at By. Lawe to the solt.
by a corporation forde Jaw made ernment,

Capltal.-The $\mathbf{C}$
trade:thefruit ot emplosed in
 erty, as a whole faide or wop alpposed to hare condributed, or to a corporation bell fontritsuted tion, as lts proyners lts orbinhizaCarat, - in properij'. expresses the finenum wefeht that Cargo.-A shid hinemim of totd
Cashler. - One sidian or freight. money afde sulferins charge of celjuts of paymperintends the recevis of payments.
aveat Emptor.-I Iatn phrave ware," and apmeltorchaver bes Whlch the thin. blijer and he examinus iseroro the
Centage. 1 rexamine'sit
Certifled check - ${ }^{\text {che }}$ the hundred beencertlleck tuy. chrek whicls has t is drawn thy the hank on which fately responsmint the bunk abooCertificate, A certithor tryingment bank or banker suavinsueal by a certain sum of moneyn that a deposited there, bilsatije to been taln person, or filsatide to a cere the bearer, or to bis order, or to

## C

thien by of Stock. -1 certhicate glven bje the proter ottleers of a porjoration, showirif that incersaty person owns a certan humber of shares of the cerpitnd stocti.
Certirication (of chaccki. - itic sian ture of th. proper offece ol the the elieck sumeross the face ot sometlmes. sithetrmes wll afld thed" or "Wood it the woid "ecr-
Chamed or rood.
Chanceffor.-The chtef findic of a
charter of chanecry or equily:


urivileges.
Cha
ment by whictithe writign thatriment by which the nwner of a vese
chatel Mit, or a part of it. toamother
sate of Mortgaze,- 1 cunditonal which is to becum proterty, one taln thing laf川con: chicily uned as the secnitity fur the jajment of moncy.
Chattels,-Commonly means goody of any kluh, or every specles of

## BUSINESS DICTIONARY

Check.-A writen order for money dr wn upon a bank or banker, and prajablo immedialely.
Chosea in Action.-Things of which tho owner has not poseesslon, but merely tho act of lega! action or possession, as notec, accounts. etc.
Chores in Possession.-ThInxs in postession of the owner: circulat. Ing medirm-cavh and bank notes payable on demand; the medlum of exchange
Clvill Law.-The syblem of law of anclent liome.
Clivil Remedy. $\rightarrow$ The method of redressing an injury Intilcted by one person upon anollier by legai measures.
Clearance,-l'crmalssion from a custom houso officer for a shjp to sall.
Clearing House,-A kInd of banking exchange for tho convehience of dajly settlements berween banky.
Clerical Error. - in errorin calcilat. ing or other aceldiental error on books or documents.
Collateral.- l'roperty pledged as security for the performance of a contract.
Commerce.--The exchange of mercliandive on a large schic.
Commercial Paper, $=-13111$ of exchanye, drafts or jromlssory notes given in the coursic of trade.
Common Carrier,--One who, as a business. andertakes for hire to transport from place to place pas. sengers or goods of all who choose to emplos him.
Consting.--Salling near land, or resselstrading between parts of the samu country.
Codicil.--A sulplement to a will.
Commor Law,--7he unwritten law, as divtinglished from writien or statutelaw; the old baw of Eng. land, that derives lis force from long usage and cusiom.
Commission.--The trokerage or allowanco mado to an agent or factor for dolng business fol another.
Competeney.-The Jegal fitnesi of à witness to give evidence on tho trial of an action.
Composition Deed. -An arreement beiween an Insolvent debtor and bls creditors bj which, upon puy. ment to each of soine fixed proportlon of his ciaim. thes all agrec to release the debtor from tho balatico of thelr clalais.
Compromise.-An agremment beween a debtof and hls creditors by which they agree 10 accept a certain provortlon of the amounts due, and discharge him from the remalnder.

Concurrent.- Fxisting together: $n$ consideration is coneurrent when the acts of the parties are to be performed at the name tlme.
Condition Precedent. - in act which must be performcd by one persont before another is llable, or in erder ts make him linble.
Cooperage,-Charyes for putting hoolis on caskis or bales.
Consideration.-I'he reason for inducement in $t$ consract upinn which the parties cuarant to be troind.
Consignee.-One to whom merchandioe. Hiven to a carrier bj another jerson for transportation. Is di . rected.
Consignor.-One whoglves merchan disc to a carrler for transportation loanother.
Compact. A covenant or contract between different partles.
Company. $\rightarrow$ A nimber jolned to getber to undertake some common enterurise.
Compound. - To adjust by amreement difierentiy troun theorikinal turns: to setlle by compromlse.
Compromise.-A riendis settlament of differences by mutual concessions.
Consignment. - The set of consigning, as charge for sate-kecpling and management, asoods, jropier. ty.ete.
Consul, A person commlssioned to reside in a forelgn counlry as an agent of the Government.
Contraband.-Proliblted morehandlise or trattic.
Contract.-T'o mako an agreement। to covenant.
Conveyance, The act of carrying ly land or waler: the means of ejs. reyance: a wiltten instrument by Which an estate in lands is transferred from one to another.
Copartnership,-A joint Interest In business.
Corporation.-An artificial person created bjelaw, conslstlag of onte or moro natiral jersons, united lit one body, and endowed with the capaelty of prerpetual anccession and of acting in certaln respects ay a natural nerson.
Counter-Claim.-Same as sef-uf; ono debt ol clalm to set of anoiner
Counterfelt. - To copy or imltate without authority, witb a vlew to defraud: a forgery.
Counterslgn. -To sIgn In addition:o the name of a superlor that of the secretary or subordinate ofticer, as bank notesare signed by the presilpent and cotinterslgued by the cashler.

## BUSINUSS DICTIONART

Coupo...-Aninterest warrant printed ot tho ends of bonds to be cut ott Course the interest Is pald.
irice of Eixchange.-The current iwo placex. Covenati
toinedino any eompromlse con. Covensntee - sealed instrument. the promiso is prersor to whom Coverurg so is made.
ditlon of The regat state and conconsidered as insed woman, being and protection under the shelter
Credentians inn of her hilstand.
caters showiny that als or eertif. titled to elal powerg. Credit
mercantle plven or recelved: mercantlle reputatlon entilin: one to be rusted; also the slde of anaccount on whleh payment is entered.
Credito.-One to whom moncy is dile.
Curb-stone Brokera, - A term applied to a elass of stock operatopliel thesldewa wbo do business on
currency inalk or pavement.
currency, -Thist whileh clrculates as
Customesentative of vatue
tribite - Customary toll, tax, or goods.
dintes arase- $\boldsymbol{A}$ bullding where and cleared.

Damages 1
In money $\boldsymbol{A}$ compensation, usually done him by one party foria wrong
ane him by anutber.
Days of Orace,-Days (usually three) allowed by cistom for the payment of bllls and notes beyond the day expressed for payment on the face of them.
Debase.-To lessen. In valuc by adurterotion.
Debenture.-A. certifleate glven by the collector of a porto an luporter for draw back of dutles on timported merehandise. Whith, when tho merchandise is Debithorted, a re to be refunded.
the deltor
Debt. - That wbict an oceount.
person to a noiter due rom one
Debtor Th nother
other, - The person who owes an. tcos.
Deed. -1 sealed Instrument in wit
Ing used
usually real'estratsfer property.
detait
ure.

Defalter, -One whn fitils to als corme a puthlestity, is to account Defalcation. $A$ irsted to hlus.
Delense.- Thte answinton; deflete. defendant to the per made by the by demurret or plea ninifas aetlon.
Dei Credere, - plean law
plying a guarante wrilal term Im.
of the purctuaser of the solvency
Dellyery urcuaser,
toanother.
Demand her.
pamand.-A perer ptory urging of Demise. To convey and exacion will.
Demurrage - 1 ito
tlon of a ship. Deponit.
kept and returned of goods to be
pense. returned without recous. Depo
something is trustee. one to whom
something is eommitted for sare-
keepling: also tho place where such
Deputyited goody are hept fit slore.
Deputy.-One oppolited to act for
another; a representative or dele. gate.
ing neyoulationselence of conduct.
Deviation, aurance - In the law of marine In witbout vectuntary dejparture witbout necesslty from tho rexillar cputse of the sjuctific voyago in.
sured. sured.
Difcount.-An alinwance or deduc. moneyade for tbe payment of
Drscount berore It Is dite
week on whieh the days of the bank meet to co the directors of a for diseoun tonsider paperoftered Dien alseount.
Disablility,-Want of quallfleation:
Dincapacity to do a legal act
Disellirmance.-The annuliling or

member fram , -Expulsion of a
Dishonor from a coryoratlon.
botlable panc- non-payment of ne-
Destrese epanc- When due.
properiy to cufaring of persona
somethin enforce the payment of
Divorce
and wipe by spesaration of husband
plvidend. .. $\boldsymbol{A}$.ise sentence of law.
pald to stockhalderage of profls
Domestic sickholders.
tho meriation.-The relations of family family,
Donee.-The person to whom a gift or donation is made.
gratiltouslw who confers anjithing
gratinto
takest no shate partner. one who ness, but share lil the active buslness, but shares prollt.

## BUSINESS DICTIONARY

Drawback,-Money pald back on koods experteil. a partor the whole of tho dity charsed.
Draft $-A n$ oriler from one man to another directing the fayment of money, a bll of exchange.
Drawee. -vhe ierson inon whom a bill uf exchanio is drawn, who is dirceted to mato the payment.
Drawer. - The person who araws or mukes a bll of exehanye.
Dress Goods,-A tcrmaplitied to falbrles for tho garments of wimel and chllitren. Hsuatly of mixed materials, such as silk and cotton. sllk and worsted, etc.
Due Bill.--A writton acknowledg ment of debt: not transferable by mero Indorsement.
Dun.-To press urgently the payment of a debt.
juplicate.-A cony or counterjart of anything.
Duress, Personal restralnt. or fear of personal indury or of Imprisonment ; it nullifes all contraets into which It enters.
Dutlee.-A iax levled by the Govern. ment on imported goods; money pald in the Government on Im. prorted and exprorted goods.

## E

Earnest.-Something glven by the buyer to tho seller, to bind the bargr.In and provo tho sale.
Easement.-l'be right to use anther's land.
Effects,-All K inde of personal property.
Eli. - An Engilsh measinco of length equal to $11 / 3$ yards; the Seoteh efl is 13.100 yards:
Embargo.-A detention of vessels in port ; prublbition from sulling.
Embarrassment.-Pcrplexity arising from insolvency or temporary inability to disehargo debts.
Embassy, -rhe publle business In irusted to dijhomatle ohlieers.
Enact.-To make a law or entablith by law.
Engrosser.-One who buys largo fiuantities of any goods in order to control the market.
Embezzlement.-Toapuropriatopulfiemoncy to private use by a breach of trust.
Emporlum-A placo of extenslvo commerce. a market jlace.
Emblements.-Growing crops of any kind produced by expense or abor.
Eminent Domain.-The riglit of novereign powtr to tukeprivate property for jublle purposes.

Rquity of Redemptlon,-Tho right whieh a mortsagor has to redeem his estate after tbe mortgaye has comodue.
Endorse.-To endorso a note by writink the name int the lick.
Entrepot.-A bonded warehouse: a storchonse for tho deposit of moods: a freo port.
Equity, - A 5 sistem supplemental to law. lialifying or correctiog it in extreutc eases.
Escrow.-- d deed or bond dellvered by a thiril party to be held or dolivered to the ruarantee or crodllur upon tho jerformanco of somo conlition.
Estate.-Tho desrco, quantity, nature, or extent of interest whieh a jerson has In real property.
Estoppel.-A stop, a bar to one's Allexing or denying a faet contrary to hls own prevlous aetions, alletation or denlal.
Exchange,-Aet of bartering; abll drawn for money: a placo where merchunts meet: ditierence between the valuo in two places, or premium or discount arising from purchase or sale of goods.
Gxeeuted (of a cohtract).-FInlshed.
Exclse.-1 axes or dutles on arileles produced and consimned at home: Internal revenue tax.
Execution.-A written command issucd to a sherlft or constable after it judgmont direeting him 10 enforce $1 t$ : the sct of signing and sealing $n$ legal Instrument, or givIns it the form requiled to make is avalháact.
Executor.--'he person appdinted by a-testator to execute his will.
Executor: ,- $7^{\prime \prime}$ be exectited in the falurc.
Exports.-That which is carried out of a country, as goods and produce In trafte.
Express, $\boldsymbol{A}$ courier: also regttlar and gillek conveyance lor jackages, otc.

## $F$

Face.-The amount expressed on a noto or uraft.
Factor,-Anagent who sells and layr? In his own name, belnx entruited w]th the goods. In this respect dif. ferlng from a broker.
Faeture.-An involco or blil of parects.
Fallure, -Becoming bankrupt, sus pension of payment.
Fac-simille,-An exact copy or llkeness.
Favor,-A note or draft is sald to be In ravor of the payce.
Fee Simple,-Bull ownershly la land:

## BUSINESS DICTIONARY

Feud.-An betoie In land held of a buderlor by wervlie: a hef. Feudalsyetem. - 'ine aystem of teuds or fleft ne existlng, especlally dur
Iny tho midden and Findio middle ages
lucome, -levenue. public money. income.
operationsia skitied In fuanclat
Firm. All in treasurer.
shil iakeis memberr of a partner. shill lakell together, a fiustness hollse or eompaluy, the tillo used Fir a businens house.
foirrinpart or are of capacity: the alite cuations. a barrel, prelgbt or f
Irciasuryor roveng to the public
Fixtures.-I'te parac.
of a sioro part of the furniture of a rioro or obico which ly thot nuovable, as gas plpes or burners.
prartitions, cte.
F. G. B.-r'reo on board: the lilll or invoiee with F, O. H. Itielude: the trafsimiting to the shipplag port
Foreclose, - to putpor expenses.
ment tron the of by a court judg. morigaged the power ul redeenting
Foreclowers properiy.
off the right oringrecess of cutting off the right or interest of the mort: gager oud hls essignees in mort: Funged premises.
Forcetall. - To buy goods on their way to marhet. Intending to sell
Forlelture, ather price.
or utfice -a losy of property, rigbt, Itlexal en panishment foran lumal aet or negligenes: somo-
Fimes used for the thing forfelicd
Follo, - A pago in an aceount book
sonectipucs two opposite pasces
bearing the name scrlal num ber.
caual - A silver coln used In France
Frank. - Yo exthineteen eents
portage. excmpt from charge of
Fratrage.
tive to cunuing deception or art|
Free to clieat or deeelve anothe.
ree Trade. -The policy of eondnctotit ducties
Freeholu-
or In lee stmplic subjd by free tenure.
perior ormple, subject to no su-
Frelght,
is
price one place to another: the price paitl foresiry in; frelgbt; also
Funded or burden.
loan on which into a permanent paid, on wbich annual interest is
unds. - The supply of moncy or the capital.
Forgery.-The fraudulent making
or alterigg of a writien instru-

oarbledion protli.
Oarbled. - braby. wers of other gords which liave heen of ofther picken over arde fred from lintpuritles.
Gauging.- Ilearuran: the caractiv of raskic, ete
Ceneral Average.-il enntributhon mate by the ownity or as kuma and cargo toward the fongenistaner propery of their number, whove propery has leen nacitited fur the kencrul sifety:
General Shlp - $i$ ves.sel navigatel hy
frelulit ind recemin. and enrolori
apply.
015
ionn, the principal point of equcs.
Gobetweenth of his lllatter.

Goods -Sianienschattels untid eflerta.
Good Will.-Beuclil hrovinio from thic
successfinl conduce af bisthmens liy
a ecertaln pernon or firin, usitially ly
a curtaln wace: it is a propurly
gundet to tralisfer
deedia conserne a property by covernmunt. Gross.
Gross.-T Twelve dozen
Gross Welght. - Weight of gooits in.
ocluding dist, dros, bas, rask, ple, uaranty (or guaruntece...-A conto be wherehy one perman engages defaultor crame for the debt or
Guarantor. - lle who gerson.
anty,
anty.
Ouardien. - One who hus the caro of the person and property of on orpbatior olter persua.

## H

Habeas Corpus. - A writ to bring a party before a court, to prevent talse Imprimonment.
Haberdasher.- 1 , miller
wares, as threath, winn,
wares, as threan, pims, cte smal
Handebook.--d buik of reference: a
manual manual.
Hand-money. - Monncy phid the purchaser at ine cluslog of a contract or sale.
Marbor.-A port or havell for ships.
Haven.- A porl or shelerfor silizi, a
pirt sor
High Seas.-Tbe uninciosed waters of tho ocean outside the boundaries of any collntry
Hollow Ware.-A hate rimme for campinadidithen melovis inade of Honor.
duc. - To accepl und pay when

## BU NEWか DICTIONARY

Tushondate.ーAn owner' or an जgent : commasion for sttending to ablp.
Hypothecate-To pledgo for the se curlty of ereditos.

Infant.- In Inw, ono under the age of twenty one jears.
Impolite, - Wantlif In prudent manngement; not pollic.
Import.- To bring in frow ntiroad ar a forelgn country.
Importer, -Tho merchant who lmports goods.
Imposition.-Tay, toll, duty or excise preseribed by attithorlis
Impont. - A tax or dilty imposed on imported goods.
Indemnily, -To recompense for loss. to reimburse.
Indenture,-A mutual agrecment In writtng.
Indorsement.-A witllug on the buck of a note
Indorser,-The one who makes tho Indorsement.
Indersee,- 'Th he persom In whone favor the intorsenient ls made.
Injunction. - An order or direction of ihe couri compelling a certulis person to refrain trom dolng some particular act or thins.
Indulgence-Extension of time of pasment: forkearla: to press for pajment.
Infand Bills.-A draft or bitis of cx ebalige drawn on a juitry in the same as the drawer.
Insolvency,-Inability to dlschargo debts when duc.
Insurance.-Indemnity from loss; tho premium pald.
Instailment.-Frayment of parts at different ilmes.
Interest.- Premium pald for the use of money.
Internal Revenue.-The part of the revenue of our Government which is collected lo tbe form of loternal dutles.
Intestete,-WIthout a will.
Invalld,-of no legal force.
Inventory.- A list of mercbandlse made perlodically for tho purposo of knowing the quantly and taluc of unsold goods. In order to nseer calit the condition of bisiness.
Investment.-The laying out of moncy in tbe purchaso of some specles of property.
Involce, -1 written account or bill of merchandlise bourht; a bill of litems.

Jetelson.-Throwing gooxls overhoard In case of perll, to lighten atid pre* nervo the slif.
Johat Steck,-stock held In company: a steetes of partuerahlp.
Jolnt Tenaney. - Joint occupancy: not so close intimacy as wartner. shlif.
Journal.-A book used to elassify bilt urango bisiness itillisactlons.
Judgment.- $7^{\circ}$ he sentelles of tho law fironouliced lyy the conirt upon any mutter eontuifed in tho record, or In any case irical by the court.
Judgment Debtor, - l'ariy akainst whom s fudisment is obiained.
Judgment Note. -1 noto In the us. litiol form, with the aditition of the power to confess judgment if not puld when dine.
Jurisdiction.-T'he prower of exepcls lng judicial authority.

## K

Kllogram. The Firench measure of weight, equal to $21 / 3 \mathrm{lbs}$ Avordil. pois, or lभw grains.
Kiling or Kite ifylng. - Exchanglns checks of fifferent banks, for tho purpose of obtainlag the uso of moncy for a singlo day.

## L

Lame Dack,-A stock broker's torja for one who fails to meet his engagements.
Landiord. - One who owns and rents or leases lands or houses; a hotelkecper.
trepey,- 'heft: taklog nersonal properiy belonging to another.
Law Merchant. -Tho general body of usages in matters relative to comincree.
Lay Days.-Days allowed for loading and unloading a cargo.
Lay Dowsh. -4 phruse nised to ex. press the entire cost of a commod. ity, including transportatton, utt. at a placo remote from lts prodnc. tlon or purchase.
Lease.-A contract by which our graits to another for a period tbe uso of certaln real extatc.
Lesal Tender, -That kind of moltes when ly law can be offered ln pas ment of a debt.
Legacy,-A gift by will of personal property.
Ledger. $-\mathbf{A}$ book in whirh a summery of accomits is preserved.
Lessec.-Onc who takes an ettate by a leasc.

## BUBINFSS DICTIONARY

Letter of Credit. - A letter authoriz the credit tora certain ameunt to be given to the bearer; nleof $n$ writlen directlon by sorre well. known him for sonsenne to iraw iponi to a speelificd limult bo chooses up labily
Libel. - jo do dapatinus delies, lirinting diane by pilitile writlag,
License, - minns or pletires.
line mithorlante of jernission by
Lem delit.
on properiy for
Inyy uste. Tr cicar uff: to settle: to dehts.
ailon. - A marlic Insifance assocl thik in Lolldon, The recordy of hus rici, cortain a couplet history of the sea, so far as cole cerns the number of shlpwrecks. collislons, fires, piracles, mutinles, cle.
Litigation. -The act of Itigating: Judicial con lest: a suit at law.
for femping furnished to another that it be relury use, on condition
Long Price returned
Long Price.-Price after the duties
gre paid.

## M

Malfeasance,-EvII conduct: Illenal Molnt.
foodenance.--Support hy means of lencles.

## Mencies.

proneri- A ballment of personal property in whleh the tallec under. takes without compensallon to do semeact for the batlor In respect to the thing balled.
Mandatory. - A person te whom a truste is givell or business inMinsted.
carest.-An Involce of a shljpa careo.
Manufacture. - The process of reduc. ing raw matcrial lnte a form sullthte for inse.
Marine-Relating te the occan: mantical.
Maritime Lew.- Law rciating to Marc. indi. seamen
ured as welwhe of pold and sllucr. in linrouce masure or these metals Mart. -1 co
Mart. A commerelal center: a mar-
Materit draf -The dale when a note or
Mercantite Lue er is payahle.
trade and commerec. pertaining te
Merchandise
bought in traile - latever is sold or
Merger in trade
Merger. -The almorpton or extinEnishmelif of one contract into
another.

Metalic Currency,-Silrer and mole colns, forming tire circulating nco Miner of a conitry.
mader tuene ay in?ant: a person
Misfeasance. - ดnar yeiry.
properily an act trap int dofng Imawtuliy.
Misdemenanor.-I Yown kind of crime: an lutictalion offense no mitigantiong to felliny. jultinent. pund mitement of a ment.
Money fitiy.-Coln: any currency law. notes, notes.
Money Broker.-A broher who deals
Menepoly
propriated sole pernision or ap-
specler of moriser to dexa! in any
monetery
Ing iory.-prertaining to or consist.
Merteage,-s
of anges.-At kralt or consevance or all essatcorproperty or, for the securlty of a debt, and to become vold on jus ment of sileh debt:
Municipal.-Of or belonging te a clty.
Municipat Law.-The system of law Muster ohe matrin or state

## N

Natienaf Banks.-Hanks organized under the cenditions of antanized of contiress: they can lsitte latitnotes only to ticamount of tulter States lfonds they have depmiterd in the U. S. \$r manary: diemotited Is to anify the crarnency: the objeet
Navigatien-I'ne actucucy.
Ing vexsely - The rucuces conduct.
Negy vexselin on the orean
metlabie, - Transferabicty assizn. ment or Indorecnient to anotherjer-
sori.
Negotiate. -To transact business: to hold in interconse in bargain or trade.
Negatable Paper, -Notes, blifs and wath which may de tranoferred with alf their tisits by udorscment or assignment.
Net-Clcar of ant cliartins and dedic. tions,
Net Prolits.- (Ilear jrofit after deducting losises
Net Welght.- Wrajeht of inerehall dive whillout tak, trox or eovertile
Nominal. - Ill uanie ouly, very smali, ana nominal price.
Non-feasance-- 111 omission of what Note. $-\cdots$, to brime.
Note.--I written or frinted paper nck nowledisinig a dcul aud promals-

## 

Note Book，- I limet in which notes of lentur huctrwordmo
Notarial Seal．－seill is a notary buth－ ls．
Notary Public，－A mblle ollicer whin Attels or virilde to achniwl edximents of bevily alad wherer

National Currency．Sullonal bullk 1ulta．
National Damazes，－Thowe pleen fur
 nol acrial tion has resilted．
Nunuser，－$\lambda$ falluse to lise ribhts，wht

 Hidetment：a tmond will atoncliflot Huthesill．
Open Accuunt，-1 rumning or ulleet． lled accountil whll an lumbidual or Hirm．
Open Pollcy，－In Innuramice puthy covering undeltned rlats，＂hiels provides that lls trimt alantl tu：－ come definlic ly sulwerucul ad－ fltions or Intiorrimelite．
Option．－l＇ermlowetil ru choose：a slochholder＇s rem for the privi－ lege of laklin wr deliverink al a fume day a certialli nimber of shares of a givell sluck hat aprico agrecd upon．
Order，－A commission to purchase： difection to pias muncy or to de－ liver goods．
Order Book．- A hook lin whileh orders recelved are eulered．
Ordinary，$-\lambda$ ship in barbor is sath $t 0$ be in ordiliars；of medtum guality：
Ordinance．－A rule，or oriler，or hisw； usinally npmied to the acts ur laws passed by the commun coullicil of a eliy．
Ordnance．－All kinds of large guns．
Outiawed．$-\mathbf{A}$ debr．ly sald to be otit． lawed that has existed for a curpilin iength of lime，atier whirb the law on that grommit alone，brevers， is teling enfurced．
Ostensilhie Partners：－Those hsown to the public．
Outstanding Accounts．－Book debls not yet collected．
Outstanding Debts，－I＇npatit dehes． Overdraw．－Tu call for morementy Ilian k on derosil．
Overdraft．－A eheck pald above the amount on depost1，
Overs ue－－Apilicd to a note or drafl the spectied lime for payment of whlef has passed
Overt．－Apparent，manlfest；open Owe，－To be obliged to pray．

Panke．－A finarcial crisls among bu－incms men；a monelary pressure： wincrally the reath ot overtradin： and apectialom．
Paper Money，－lifils of banky of of the Government passings current as molley．
Dar－－Siate of equatity in value cinality of nowinul und actual valles．
Parot－Oral decturatlon：word of millith．
lar Valua．－The faco or nomlial value of a tominelelal naper．
Par of Exchange．－＇the value of n IInil of one eunntry＇y eolnage ex． pressed in that of another＇s．
Partner．－An ossorinte in bilitucas． member of a parthicrahlo．
Partnershlp，－contract of ino or mure bersons to fotr：money，block or shill In crado for mittual tenetil．
Part Owner－Uno of sc veral owners or a slib；the rclation difters ma－ lerially irom parinershlip．
Pass Book．－A book kejt by n clis． limmer In whilchentries of pureliases ly mado：a bank book．
Passport，－Aipermission from a Gor－ ＂rrument to iravel，with Identises－ tiun and ceriticate of nallouality： a document carrled by nelliral mer． chant versels in time of war for incir protection．
Pawinbroker，－One who holds money al intereat on security of good deprosited．
Payable．－Justly dur sapabic of pay melli．
Payce，－$\tau$＇he person to whose order if note，bill or draft is to be paid．
Payer，－One who pays．
Penalty，－Forfellure，or sur 10 be forrelted for noo－perforr anco of an agrcement
Per sent－By the hunder，raten of Interest，diseonnt，cle．
Percentage，－All allowa reak－ ineil by bindredth pinis；com－ mision．
Per Contra．－To the opposile slde of an account．
Permit，－Writen authorlty to re－ nove dillable goods．
Petty Cash Book．－－Account of small recelpus anf expenscs
Pledge，－ 1 pawn，jersonal property lienoslied as sceurliy．
Pollcy．－－Tbe wriliten contract of In－ surance．
Port．－A harbor for vessels；a com－ mercial cliy
Port of Entry．－A port where a cus－ tom house is established for the entry of imports．

## HUSINEAS DICTIONALK

pat Dated-liaving a dala no ine mivelt to thatatwhleh lt los is Jly made.
Posting, Ta iranifer from daw or journal to the tedger.
post Oblt. - A promise to pay loan
aflep the dath of nome pernon.
Powar of Attorney, - Written atlto act for hime jeerson to another
0 act lor him.
Prafarred Creditor, -One whose cialm. a bankrupt debior tlect: to settle

## trit

Premisea,-lute inting preslo'syly uentloued, lands, antute, otc.
Premium, - The jercenlage pald for lisurancu: the excess of value - ove par.

Prica. .-Current ralue, or rale paid or demand?d In larler.
Price Curpent, -A stafement showlug prevalling price of merchandise, stocku or aecurliles.
Price tilst, $-\infty$ Ilst of articies with pricca atteched.
Prima Facla.-At firut vlow of ap-
Princlpal.-An employer: the bead of a frm ; ceplial aur; placed at Interest.
Proceeda. - The sum leallzed by a Procur
power of - A general letter or pownof attorney: an Instrument enother.
agother.
Produce.o- Farm prosucts of alt Elnds.
Profit and loas,-oAn sceount in whlch galos hod lossen are bal. anced.
Promlatory Nato,--(See Note).
Pro Rata,-A proporilonal distribue tion.
Protectiva Tariff. --Duty Imposed on
Protest, - A formal dectamufacture.
Protest. - A formal deciaration made by a notery for want of payment of inote or blif of tacbange.
Purvayor, -00 who sugplies pro-
vislons.

Qumatien
from ine.-To prohlblt shlp uspected ofourse with shore when eases on board: the ple gloundisprohlbliton.
Ounat.-As if
poratloos if: though; quasl core
lons, and yei bodies like corpore-
tlons, and yet not strictly corpore.

## R

Rala,--The rallo or standaril
Rattricatlon. oGising firce to a con-
 lon, bit yow in furce, or by an.
Real Eater as hls akent
Raneatata.--Property in honyes or
Rasi Property. - That which ds flxud or immovable: land with whatever is erected of gruwing ujon it, with surfacs. is bentesth or above the
Detraca.
Recatement,-ibefitiction on aee
count of fronisit jnyment, dis count,
Recalpt,-- In acknowledgment of
pesyment in writing
celipt Book, -A book in which rc-
sectity are ticol.
conrt to hold in in trist appinted by a IJtigation, or in trist propeety in
of a bankrup to wind up the attiairs
Reclprocify Jreaty corn.
Rreaty between two 1 i commerclat
Ing mutual advautures nuns secur.
Reclemetha auvautuger
the scller of a claim made agalant
lateni ar def gotids whleh provo de
Refund - To reptre.
Reslstar, To repay; tu restore.
the Ciustom Hhlp's paper Issined by the Custom Hollie, stating Jeacrif: lon, name tonnage, natlonallity end ownersblj,
Reghatry, -The entering or recnrding of pubilc recordiveyances In books
of pubile record.
Remit tance, -Tranificr of funds from
one party to another one party to another
oral - An inatrimment In the genornerm of a deed which In diswhich lerms refersits the clalm to whleh it refers.
Remedy,-The legalmos's employed to enforce eright or redresision in Jury.
Rent, -Compensailon for the use of real property
Reposittory. - I warchouse or siore. house.
Raprisal.-The selzure of sblps or property to indemnify for unlaw
penources or detention.
Resources. - A vallable means; fund.
Reapondenevet zond, -A pledge of a
cargo at sea
Ratall,-Selling goods In small quar. thles.
Retirs. -To take up one's r- ebeforo due; to rellingulah business.
Returna, -Pront of an Investment
Revanus, - income; return; annual
lacome of a nation fur public uses

## 

Revenme Cuttere, -Small vosuela to ald revenue otlicers in the cullection af dutios of to prevelst amugcling.
Reveralon, - RIght to poseses property after the biyming of yume erent, as the death of mernon.
Revart, - To fall azaln Into the poomsession of the douor, or of the ror. mer jropriotor.

## 8

Sele,-Tranafer of property for a consldemtion
Salvest. - A compenuation to those who reseue a shlp or a cargo from loss.
\$alvor,-One who voluntarily ns ves ashlip or a cargo from yeril.
Sana Recourse,-ilithout recourse: sometmes added to tho Intornement of a noteor bill to protect an Indurser from lisbllity.
Scrio -Cortificato of stock glven befure reslatration.
seconderily, - Appiled to an Indorber of a note or drswer of a bllt, signlfykng that he la only conditionally liablo, or liablo if the maker and drawoe falf.
Seaworthy,-Flt for soyage and pronerly oquipped.
sempla, -A umalt portion of merchandse taken as a seclmon of quality.
gecurltis,-Documents eccuring a right to property.
Sotze, To take josisesaton of by vir. cue of s warrant or legse authorliy.
seller'a Opalon, - A term mostly conHned to tho sales of stocky, for a sale whleh plves to the sellet the option of doltxering the articlo sold within eertain time, the buver paying intorest up 60 dolivery.
Shlpment.-That wbich is shlppod: embarkation.
Set-off,-A clalm which one party has against another who has a claim aralnit blm; a counter claim.
Shtpper, -One who glves merchandise to another for transportation.
Stght.-Time of presentlag bill to drawee.
Short, $\rightarrow$ To "sell short' is to sell for future dellvery what one doel not possess, in bopes that prices will fall.
Shrtikage,-Reduction in bulk or measirement.
Short Exchange.-Bills of exchange payabiest sight or in a few days.
Strht Draft.-One pajablo at slybt. l. e. whon presented.

SIsnature, - The namo of a perion writien with his own hand, signifilnt his consent to the writing noova it.
Sllens Partnap,-One who furnithes copital. wut take no actlvo part in a bllvines.
Slmple intereet.-Interest or princle ju) alone; not compound.
sinking Fund,-A fund yet apart from earnings of other income, for the rodemption of debin of Govarnment, or of a eorporation.
sleepln Partner,-One who shares tho proftes of a builnest wishout leiting his name appear, or taklay part In it actively:
Stop Shep,-A store where chesp ready-niade clothing is soid.
Smuggter, -One who avolds tho pay ment of dutles by secretty import. Ing soods into a country: s sessel cngezed In nmukxling.
Sotivency, -Abllity to pay all debts or just elalmo.
specialty,-A contract or obligation inder seal.
Stetement. -Usually a list of property, or resources and limalities.
Speculatlon,-A buiness investment out of tho ordinary run of trado.
Stemp Duty, -Law requiring wismps to be stixed to checks and proprle. tary articles.
solicitor,-in attorney or adrocato: the title of a permon stmitted to practicoln the coupt of chancory or equliy.
Stapla-Princlpal commodity of a country or district.
stetistien - A collection of facts ar. ranced and elassitted.
scetute, it positive is w, estahlisined by act of legislature.
seatuto Liw.-finactments by the legislature, wristen, abposed to commos or unwritten law.
Steritng, -Lawful or standard mones of Urest Erltain.
stock, $\rightarrow$ Sbares In the eapltal of a corporstion: goods on hand.
Stock Broker,-One who bujs and sells utock on commission.
Stock Exchange, - Place where whares of tiock are bought and sold.
Stockhotder, -Ono who tholds shares of stock.
Stock Jobber.-One who epeculs tes In stocks.
Sitpend,-Setiled pay or compensation ror services.
Stlpulablon, $\rightarrow$ A contract or bargaln. Stoppage in Tranuttw, - The seller of goods upon credit resuming post Besslon after tbelf shipment be tore theyget into actual possesslon of the buyer.

## BUHINESS IHCTIUNAIEY

Sterage, -sums mald for slopins Loods: the bishares of wtoring biond.
towari-Careful arrangement of carkuln a mbly.
Sundries.-L'nelassifed arllclen,
fiv, To scek justice by alegnl proce (2)

Supercarge.-An asent who accom. loillem in cergo to care for it and tej) 16 .
Surcharga.-In orarcharge.
uraty, -Une who bindy himsel! 10 pay monay it case another jersons ferve with tio flll contract of to surve with integrlty.
urvayof,-igent of an insurance company to axamine and report on applications for maplne of frain. surance.
Suepand. - To fall: io stop payment utier, -One aulborized to sell goods ionnarmy
ustit Wwitht. - Weichb afier tare is
dctucted.
usponse Account. - An accoint used to contaln belances of jersonal ac. count Wblch may be consldered doubtful.

## $T$

Teclt.-Implled but not expressed.
Tally,-Keeplug account by check. Tus Ol.
Tally Man. $=$ Ond who recel,ter may. ment for goods la weekly Instafle ments.
Tare. - An allowance for the cask. bag of coverlity in which goods tareconialmed.
Taplit.- It Ilst of dutles to be Im. pored on goods Imporled or eaported.
Tox.th levy made upon property Torler support of the Goverimment
Telicr.-Omcer in bank who re-
celves and pays out money.
Tanants, Those who leese or rent real evtate
Tenants In Common, - Percons hold
ingland, etc. . by eeverel and dis.
tlices litles and not by joint tltle.
Tenement, - That which is held
articles. articies; to offer or preseut for ac-
celuance
T:nure, The manner of bolding property In lands.
Testater.-Theperion Jeevinga vald
Textle Fabrics, -All kInds of woven goods, generally restricted to plece goods
Thkier.-A book contalning memo. randa of notes and debts, arranged
In tle order of their metirity.
Time Bargaln.-i contract for the futuresale of stock

Time Drafa, -A ileall matrina at Tuture bixatherl that:

> Tomane, Thoe nelplot of noulv cur- Trecs Diccount or alill:
Treod Dlecount, dualimance miad todeslers It the on lif Jlle:

vlees luevt on torwin mis, of de-
 pight to ust
Trech Prica.--T'tul I nlluwed ly whole male devalervto ro lallén
frade sale, - In ant'llofiliy ind for

work Unlon.-- i comblnlitlion of Worklnymen to protect llour ow of
Therestis.
Traflic, - Ifustresy done, enpecialls that of a rsliroud.
from ons bit. - Removing kood, a nother silp of ionseyance to iner.
ransportation. - Conrejtige goods Transle Due place to milith -
Transle Outy. -Tasimponedion goods
frov pansing thrutislo a country.
Travelep,-A commercial agent: a drummer.
Transect, -To ferform commercial
business: to condluet matiers.
Transier, -l'o convey right, tjita or
property.
Treasury. - A jlace where publle
Trevenury Notedupalied und hept. denomin Notes, - Notes ol vaplisus denominatlony lovuet biy the Gave ernment, and recelved in bayturent of all dues, escep dutj, nn Im ports.
Treaty,-in afreement $D$ srupaci
between two or mope
Tret.-Allowance lor watat, in 104 Jbs, alter lare bas 1 lbs ucted.
Triplicate, - To make Ibrce coples of
Traper; the third cony,
Trustes. - One who is inirusted with
yroperty for the benetit of athother.

## $U$

Ulige, Whet cask lacks of beIns Jult.
Unctalned Coods. - Goody In Government storchousas uncialmedaller three years Iroin lmpiorlation, or c. which dutles have not been titd, may be whit al auction.
Ultino or Ult, - Lan monin.
Uinurrent. -Not curremi: not pas.
lay in common paymen
price. - Th bell below the trede 0 pre.
Underwriter, - in Insurer, so called because bit anderwijcs his name to the conthlilou al the polley.
Unseaworthy,-C'nlit for vejage in cuidilion or equipment

Ussousd, -in had condition: of doubtrul solvency.
Usage of Trade-Custom, or the frequent repetition of toe same act lit business.
Usance.-Business custom which Is generally conceded and acted upon.
Usury, - Exorbleant interest, tormeriy merely interest.
United States Notes.-A writien promise to pay to the bearer, on demand, a certatn sum of money, issued by the United States Governmeot and used as mouey.

## V

Valid.-Having legal strengtb or force.
Valldity, -The quality of being good in law
Value.-Rath of estimated worth; amount obla nable ill excbange for a thing.
Value Received.-Phrase used in notes or bills to exaress a consideration indefinitely.
Valued Policy,-One which fixes tbe value of property insured.
Vend.rTo sell
Vandee. T The
Ven ier.-A seller.
Vendue,-An allction sate.
Venture, $-\lambda$ mercanitie speculation or investmens.
Vold.- Null:'य3viog uo legal or biodlag force.

Voldable.-lisving some force, but calable of belng adjudged vold.
Voucher.-I book, recelpt, entry or olther document which establishen tbe truth of accounte.

## W

Wages.-11lrc, reward, salary,
Waiver. -The act of waiving: of not insisting on some rigbt, clalm or privitege.
Wares. (ioods, merchaodise, commoditiea.
Warehouseman-One who stores goods for pay
warrant.- precent authorizing an Warrant.- D precept authorizing an bring him to justice; also to insure against defects.
Warranty.-An undertaking that coods or title are as represented.
Wastage,-Loss in handling ishrilliage
Waste-Refuse materlal.
Waybili.-A document containing a ilst and description of goods seot by a commen carrier by land.
Wharfage,-Fee or duty for using a wbart.
Wharfinger.-The proprletor of a whart.
Wreckage,-Merchandise from a wrech:
Wreck-Master.-- i person appointed bi Inw to take charye of goods, etc., tbrown asbore after a sblywrect:


| Rate. | 5 | 6 | 7 | 8 | 9 | 10 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5100 | .69,9 | .83,8 | . 97,8 | 1.11.8 | 1.25,8 | 1:39,7 |
| 5200 | .71,2 | . 85.5 | . 99.7 | 1.14.0 | 1.28,2 | 1.42.5 |
| 5300 | . 72.6 | . 87.1 | 1.01.0 | 1.16,2 | 1.30,7 | 1.45,2 |
| 5400 | .74,0 | .88,8 | 1.03,6 | 1.18,4 | 1.33,2 | 1. 17,9 |
| 5560 | . 75,3 | .90.4 | 1.05,5 | 1.20.5 | 1.35,6 | 1,50.7 |
| 5600 | .76,7 | .92,1 | 1.07.4 | 1.22,7 | 1,38,1 | 1.53.4 |
| 5700 | .78.1 | .93,7 | 1.09,3 | 1.24,9 | 1.40,5 | 1.56,2 |
| 5800 | . 79.5 | . 95.3 | 1.11.2 | 1.27 .1 | 1.43 .0 | 1.58 .9 |
| 5900 | . 80.8 | . 97.0 | 1.13,2 | 1.29,3 | 1.45.5 | 1.61.6 |
| 6000 | .82,2 | .98.6 | 1.15,1 | 1.31,5 | 1,47,9 | 1,64.4 |
| 6100 | .83,6 | 1.00,3 | 1.17.0 | 1.33,7 | 1.50,4 | 1.67 .1 |
| 6200 | . 84.9 | 1.01,9 | 1.18 .9 | 1.35,9 | 1.52,9 | 1.69,9 |
| 6300 | .86.3 | 1.03.6 | 1.20,8 | 1.38,1 | 1.55 .3 | 1.72 .6 |
| 6400 | .87,7 | 1.05,2 | 1.22.7 | 1.40,3 | 1.57 .8 | 1.75,3 |
| 6500 | . 89,0 | 1,06,8 | 1.24.7 | 1.42,5 | 1.60.3 | 1.78.1 |
| 6600 | .90,4 | 1.08,5 | 1.26.6 | 1.44,7 | 1.62,7 | 1.80,8 |
| 6700 | . 91.8 | 1.10 .1 | 1.28 .5 | 1.46,8 | 1.65,2 | 1.83,6 |
| 6800 | . 93.2 | 1.11.8 | 1.30,4 | 1.49,0 | 1.67,7 | 1.86,3 |
| 6900 | . 94.5 | 1.13,4 | 1.32,3 | 1.51,2 | 1.70,1 | 1.89,0 |
| 7000 | . 95.9 | 1.15,1 | 1.34,2 | 1.53;4 | 1.72.6 | 1.91,8 |
| 7100 | . 97.3 | 1.16.7 | 1,36,2 | 1.55,6 | 1,75,1 | 1.94.5 |
| 7200 | . 98,6 | 1.18.4 | 1.38,1 | 1.57.8 | 1.77.5 | 1.97,3 |
| 7300 | 1.00.0 | 1.20 .0 | 1.40 .0 | 1.60 .0 | 1.80,0 | 2.00,0 |
| 7400 | 1.01.4 | 1.21.6 | 1.41,9 | 1.62,2 | 1.82,5 | 2.02,7 |
| 7500 | 1.02,7 | 1.23.3 | 1.43,8 | 1.64,4 | 1.84 .9 | 2.05,5 |
| 7600 | 1.04,1 | 1.24,9 | 1.45,8 | 1.66,6 | 1.87.4 | 2.08 .2 |
| 7700 | 1.05.5 | 1.26.6 | 1.47,7 | 1,68,8 | 1.89,9 | 2.11,0 |
| 7800 | 1.06.8 | 1.28,2 | 1.49,6 | 1.71.0 | 1.92 .3 | 2.13,7 |
| 7900 | 1.08,2 | 1.29,9 | 1.51.5 | 1.73.2 | 1.94 .8 | 2.16.4 |
| 8000 | 1.09,6 | 1.31,5 | 1.53,4 | 1.75.3 | 1.97 | 2.19,2 |
| 8100 | 1.11.0 | 1.33,2 | $1.55,3$ | 1.77.5 | 1.99,7 | 2.21,9 |
| 8200 | 1.12,3 | 1.34,8 | 1.57,3 | 1.79.7 | 2.02,2 | 2.24,7 |
| 8300 | 1.13,7 | 1.36.4 | 1.59,2 | 1.81,9 | 2.04,7 | 2.27 .4 |
| 8400 | 1.15,1 | 1.38,1 | 1.61.1 | 1.84, 1 | 2.07,1 | 2.30,1 |
| 8500 | 1.16.4 | 1.39, 7 | 1.63 .0 | 1.86,3 | 2.09,6 | 2.32.9 |
| 8600 | 1.17,8 | 1.41,4 | 1.64,9 | 1.88,5 | 2.12,1 | 2.35,6 |
| 8700 | 1.19,2 | 1.43,0 | 1.66.8 | 1.90,7 | 2.14,5 | 2.38 .4 |
| 8800 | $1.20,5$ | 1.44,7 | 1.68 .8 | 1.92 .9 | 2.17.0 | 2.41.1 |
| 8900 | 1.21,9 | 1.46.3 | 1.70.7 | 1.95,1 | 2.19,5 | 2.43,8 |
| 9000 | 1.23,3 | 1.47 .9 | 1.72.6 | 1.97 .3 | 2.21 .9 | 2.46,6 |
| 9100 | 1.24,7 | 1.49,6 | 1.74.5 | 1.99,5 | 2.24, ${ }^{\text {d }}$ | 2.49 .3 |
| 9200 | 1.26.0 | 1,51,2 | 1.76.4 | 2.01,6 | 2.26,8 | 2.52,1 |
| 9300 | 1.27.4 | 1.52.9 | 1.78.4 | 2.03,8 | 2.29 .3 | 2.5t, 8 |
| 9400 | 1.28 .8 | 1.54.5 | 1.80,3 | 2.06,0 | 2.31 .8 | 2.57 .5 |
| 9500 | 1.30, 1 | 1.56.2 | 1.82,2 | $2.08,2$ | 2.34,2 | ${ }_{2.60 .3}$ |
| 9600 | 1.31.5 | 1.57.8 | 1.84 .1 | 2.10,4 | 2.36.7 | 2.63 .0 |
| 9700 | 1.32,9 | 1.59,5 | 1.86 .0 | 2.12,6 | 2.39 .2 | 2.65 .8 |
| 9800 9900 | $1.34,2$ $1.35,6$ | 1.61.1 | 1.87 .9 $1.89,9$ | $2.14,8$ $2.17,0$ | $2.41,6$ $2.44,1$ | 2.68.5 |
| 10000 | 1.37 .0 | 64.4 | 1.91.8 | 2.19,2 | 2.46 .6 | 2.74.0 |



| 药 | Interest, 2 DAYS.-Continued. |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Fiate. | 5 | 6 | 7 | 8 | 9 | 10 |
| 5100 | 1.39 .7 | 1.67.7 | 1.95,6 | 2.23 .6 | 2.51.5 | 2.79,5 |
| 5200 | 1.42 .5 | 1.71 .0 | 1.44 .5 | 2.27, 9 | 2.56,4 | 2.84,9 |
| 5300 | 1.45,2 | 1.74 .2 | 2.03 .3 | 2.32,3 | 2.61.4 | 2.90.4 |
| 5400 | 1.47,9 | 1.77 .5 | 2.07.1 | 2.36.7 | 2.68,8 | 2.95,9 |
| 5500 | 1.50.7 | 1.80.8 | $2.11,0$ | 2.41 .1 | 2.71 .2 | 3.01,4 |
| 5600 | 1.53,4 | 1.84.1 | 2.14 .8 | 2.45,5 | 2.76,2 | 3.06,8 |
| 5700 | 1.56.2 | 1.87.4 | 2.18 .6 | 2.49,9 | 2.81 .1 | 3.12,3 |
| 5800 | 1.58,9 | 1.90 .7 | 2.22,5 | 2.54.2 | 2.86,0 | 3.17,8 |
| 5900 | 1.61,6 | 1.94,0 | 2.26, 3 | 2.58,0 | $2.91,0$ | 3.23,3 |
| 6000 | 1.64,4 | 1.97,3 | 2.30 .1 | 2.63,0 | 2.95,9 | 3.28,8 |
| 6100 | 1.67,1 | 2.00,5 | 2.34 .0 | 2.67,4 | 3.00, 8 | 3.34, 2 |
| 6200 | $1.69,9$ | 2.08,8 | 2.37,8 | 2.71,8 | 3.05,8 | 3.39,7 |
| 6300 | 1.72,6 | 2.07,1 | 2.41,6 | 2.76.2 | 3.10 .7 | 3.45,2 |
| 6400 | 1.75,3 | 2.10 .5 | 2.45,5 | 2.80,5 | 3.15,6 | 3.50,7 |
| 6500 | 1.78,1 | $2.13,7$ | 2.49,3 | 2.84.9 | 3.20 .5 | 3.56,2 |
| 6600 | 1.80 .8 | 2.17,0 | 2.53,2 | 2.89.3 | 3.25,5 | 3.51.6 |
| 6700 | 1.83,6 | 2.20 .3 | 2.57,0 | 2.03,7 | 3.30,4 | 3.67,1 |
| 6800 | 1.86,3 | 2.23,6 | 2.60,8 | 2.98,1 | 3.35,3 | 3.72,6 |
| 6900 | 1.89,0 | 2.26.6 | 2.64 .7 | 3.02.5 | 3.40,3 | 3.78,1 |
| 7000 | 1.91 .8 | 2.30 .1 | 2.68,5 | 3.06,8 | 3.45,2 | 3.83.6 |
| 7100 | 1.94 .5 | 2.33 .4 | 2.72,3 | 3.11 .2 | 3.50,1 | 3.89,0 |
| 7200 | 1.97, 3 | 2.36.7 | 2.76.2 | 3.15.6 | 3.55 .1 | 3.94,5 |
| 7300 | 2.00 .0 | 2.40,0 | $2.80,0$ | 3.20,0 | 3.60,0 | 4.00 .0 |
| 7400 | 2.02,7 | 2.43,3 | 2,83,8 | 3.24,4 | 3.54,9 | 4.05.5 |
| 7500 | 2.05,5 | 2.46,6 | 2.87,7 | 3.28.8 | 3.69,9 | 4.11,0 |
| 7600 | 2.08,2 | 2,49,9 | 2.91 .5 | 3.33,2 | 3.74 .8 | 4.16 .4 |
| 7700 | 2.11,0 | 2.53,2 | 2.95,3 | 3.37,5 | 3.79,7 | 4.21,9 |
| 7800 | 2.137 | 2.56.4 | 2.99 .2 | 3.41,9 | 3.84,7 | 4.27 .4 |
| 7900 | 2.16 .4 | 2.59,7 | 3.03,0 | 3.46,3 | 3.89,6 | 4.32,9 |
| 8000 | 2.19,2 | $2.63,0$ | 3.06,8 | 3.50 .7 | 3.94,5 | 4.38,4 |
| 8100 | 2.21.9 | 2.66,3 | 3.10 .7 | 3.55,1 | 3.99,5 | 4.43,8 |
| 8200 | 2.24,7 | 2.69,6 | 3.14,5 | 3.59,5 | 4.04,4 | 4.49,3 |
| 8300 | 2.27,4 | 2.72,9 | 3.18,4 | 3.63.8 | 4.09,3 | 4.54,8 |
| 8400 | 2.30 .1 | 2.76 .2 | 3.22,2 | 3.58.2 | $4.14,2$ | 4.60,3 |
| 8500 | 2.32 .9 | $2.79,5$ | 3.26,0 | 3.72,6 | 4.19,2 | $4.65,8$ |
| 8600 | 2.35 .6 | 2.82,7 | 3.29 .9 | 3.77,0 | 4.24,1 | 4.71.2 |
| 8700 | 2.38,4 | 2.86,0 | 3.33 .7 | 3.81,4 | 1.29,0 | 4.76 .7 |
| 8800 | 2.41 .1 | $2.89,3$ | 3.37 .5 | 3.85.8 | $4.34,0$ | 4.82,2 |
| 8900 | 2.43,8 | 2.92,6 | 3.41 .4 | 3.90,1 | 4.38,9 | 4.87,7 |
| 9000 | 2.46 .6 | 2.95 .9 | 3.45,2 | 3.94,5 | 4.43,8 | 4.93,2 |
| 9100 | 2.49 .3 | 2.99,2 | 3.49,0 | 3.98 .9 | 4.48,8 | 4.98 .6 |
| 9200 | 2.52,1 | 3.02,5 | 3.52,9 | 4.08,3 | 4.53,7 | 5.04,1 |
| 9300 | 2.54 .8 | 3.05.8 | 3.56.7 | 4.07, 7 | 4.58,6 | 5.09,6 |
| 9400 | 2.57 .5 | 3.09 .0 | 3.60 .5 | \$.12,1 | 4.63,5 | 5.15,1 |
| 9500 | 2.60,3 | 3.12,3 | 3.64 .4 | 4.16.4 | 4.88 .5 | 5.20,5 |
| 9600 | 2.63,0 | 3.15,6 | 3.58 .2 | 4.20,8 | 4.73,4 | 5.26 .0 |
| 9700 | 2.65,8 | 3,18,9 | 3.72,1 | 4.25,2 | 4.78,4 | 5.31,5 |
| 9800 | 2.68,5 | 3.22,2 | 3.75,9 | 4.29 .6 | 4.83,3 | 5.37,0 |
| 9900 | 2.71,2 | 3.25,5 | 3.79 .7 | 4.34,0 | 4.88 .2 | 5.42,5 |
| 10000 | 2.74,0 | 3.28,8 | 3.83.6 | 4.38,4 | 4.93,2 | 5,47,9 |

苑|

Interest, 3 DAYS.



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| :--- |
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| 葆 | Interest, 4 DAYS.-Continued. |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Rate. | 5 | 6 | 7 | 8 | 9 | 10 |
| 5100 | 2.79,5 | 3.35.3 | 3.91 .2 | 4.47 .1 | 5.03,0 | 5. 58.9 |
| 5200 | $2.84,9$ | 3. 11,9 | 3.98 .9 | 4.55 .9 | 5.12.9 | 5.69,9 |
| 5300 | 2.90 .4 | 3.48,5 | 4.06 .6 | 4.64,7 | 5.22,7 | $5.80,8$ |
| 5400 | 295.9 | 3.55 .1 | 4.14,2 | 4.73,4 | 5.32,6 | $5.91,8$ |
| 5500 | 3.01 .4 | 3.61.6 | 4.21, ${ }^{\text {a }}$ | 4.82,2 | 5. 22,5 | 6.02,7 |
| 5600 | 3.06,8 | 3.68,2 | 4.29.8 | 4.91,0 | 5.52,3 | 8.13,7 |
| 5700 | 3.12,3 | 3.74 .8 | 4,37,3 | 4.99 .7 | 5.82,2 | 6.24,7 |
| 5800 | 3.17 .8 | 3.81.4 | 4.4t, ${ }^{\text {a }}$ | $5.08,5$ | 5.72 .1 | 6,35.8 |
| 5900 | 3.23,3 | $3.87,9$ | +.52, 8 | 5.17,3 | 5.81,9 | 0.46,6 |
| 6000 | ¢. 28.8 | 3.94,5 | 4.60 .3 | 5. 28,0 | $5.91,8$ | 6.57.5 |
| 6100 | 3.34 .2 | 4.01, 1 | +.67,9 | 5.34,8 | 8.01 .6 | $6.68,5$ |
| 6200 | 3.39,7 | +.07,7 | 4.75,8 | 5.43,8 | 8.11,5 | 8.79,5 |
| 6300 | 3.45 .2 | 4.14,2 | 4.83,3 | 5.52,3 | 8.21.4 | 8.90 .4 |
| 6400 | 3.50,7 | 4.20,8 | 4.91,0 | 5.81,1 | 8.31,2 | 7.01.4 |
| 6500 | 3.56, 2 | 4.27.4 | 4.98,8 | 5.69,9 | 0.41,1 | 7.12.3 |
| 6600 | $3.61,6$ | $4.34,0$ | 5.06,3 | 5.78.6 | 8.51,0 | 7.23.3 |
| 6700 | 3.68 .1 | 4.40,5 | 5,14,0 | 5.87.4 | 6.60,8 | 7.34,2 |
| 6800 | 3.72,0 | 4.47,1 | $5.21,8$ | 5.96,2 | 8.70,7 | 7.45,2 |
| 6900 | 3.78,1 | 4.53,7 | 5.29,3 | 6.04, | 8.80 .5 | 7.56,2 |
| 7000 | 3.83,6 | $4.60,3$ | $5.37,0$ | 8.13,7 | $0.90 . t$ | 7.87,1 |
| 7100 | 3.89 .0 | +.66.8 | 5. H ; 7 | 6.22,5 | 7.00,3 | 7.78 .1 |
| 7200 | 3.94,5 | 4.73.4 | 5.52,3 | 8.31 .2 | 7.10,1 | 7.89,0 |
|  | 4.00 .0 | 4.80,0 | 5.60,0 | 8.40.0 | 7.20,0 |  |
| 7400 | 495.5 | 4.80 .8 | 5.67,7 | 5.48,8 | 7.29,9 | 8.11 .0 |
| 7500 | 4.11 .0 | 4.93,2 | 5.75 .3 | 8.57,5 | 7.39,7 | 8.21,9 |
| 7600 | 4.16.4 | 4.49,7 | 5.83,0 | 0.66,3 | 7.49,6 | 8.32,9 |
| 7700 | 4.21,9 | 5.06.3 | 5.90 .7 | 5.75,1 | 7.59,5 | 8.43,8 |
| 7800 | 4.27,4 | 5.12.9 | 5.98 .4 | 6.83,8 | 7.59,3 | 8.5t, 8 |
| 7900 | 4,32,9 | 5.19,5- | 8.06,0 | 6.92,0 | 7.79,2 | 8.658 |
| 8000 | 4.38,4 | 5.26.0 | 5.13.7 | 7.01,4 | 7.89.0 | 8.78 .7 |
| 8100 | 4.43,8 | 5.32.8 | 0.21.4 | 7.10.1 | 7.98.9 | 8.87,7 |
| 8200 | 4. 49.3 | 5.39,2 | 6.29,0 | 7.18,9 | 8.08,8 | 8.98.8 |
| 8300 | 4.54.8 | 5.45,8 | 5.38,7 | 7.27,7 | 8.18,6 | 9.09,8 |
| 8400 | +.60.3 | 5.52,3 | C.44,4 | 7.36.4 | 8.28.5 | 0.20 .5 |
| 8500 | +.65.8 | 5.58 .9 | 6.62 .1 | 7.45,2 | 8.38,4 | 9.31.5 |
| 8600 | 4.71,2 | 5,05,5 | 6.59,7 | 7.54,0 | 8.48,2 | 9.42,5 |
| 8700 | 4.76,7 | 5.72.1 | 6.67,4 | 7.62.7 | 8.58.1 | 9.53,4 |
| 8800 | +.82.2 | 5.78,6 | 6.75.1 | 7.71.5 | 8.67,9 | 9,64,4 |
| 8900 | 4.87,7 | 5.85,2 | 6.82.7 | 7.80,3 | 8.77.8 | 9,75,3 |
| 9000 | 4.93.2 | 5.91 .8 | 6.90 .4 | 7.89,0 | 8.87,7 | 9.88,3 |
| 9100 | +.98,6 | 5.98 .4 | 6.98 .1 | 7.97,8 | 8.97 .5 | 9.97,3 |
| 9200 | 5.04,1 | 6.04 .9 | 7.05.8 | 8.06,6 | 9.07 .4 | 10.08,2 |
| 9300 | 5.09.6 | 6.11 .5 | 7.13.4 | 8.15,3 | 9.17 .3 | 10.19,2 |
| 9400 | 5.15 .1 | 6.18.1 | 7.21.1 | 8.24 .1 | $9.27 .1{ }^{-}$ | 10.30.1 |
| 9500 | 5.20,5 | 0.24, 7 | 7.28 .8 | 8.32 .9 | 9.37.0 | 10.41,1 |
| 9600 | 5.26,0 | 6.31,2 | 7.36,4 | 8.41.6 | 9.45,8 | 10.52,1 |
| 9700 | 5.31 .5 | 6.37 .8 | 7.44.1 | 8.50 .4 | 9.50 .7 | 10.63,0 |
| 9800 | 5.3.0.0 | 6.44,4 | 7.51.8 | 8.59 .2 | 9,66,6 | 10.74.0 |
| 9900 | 5.42,5 | 6.51 .0 | 7.59,5 | 8.67 .9 | 9.75.4 | 10.84,9 |
| 10000 | 5.47,9 | 8.57,5 | 7.57 .1 | 8.75 .7 | 9.85,3 | 10.95,9 |



| है | Interest, 5 DAYS.-Continued, |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Rate. | 5 | 6 | 7 | 8 | 9 | 10 |
| 5100 | 8.49 .8 | 4.19 .2 | 4.89 .0 | 6.58.9 | 0.28.8 | 6.98,6 |
| 320 | 3.58 .2 | 4.27 .4 | 4.98 .6 | 5.69,9 | 6.41.1 | 7.12 .8 |
|  | 8.63,0 | +.35,6 | 5.08,2 | 5.80,8 | 6.68,4 | 7.26 .0 |
| 6 | 6.60.9 | 4.43,8 | 5.17 .8 | 5.91 .8 | 6.65 .6 | 7.09,7 |
| 3509 | 8.76 .7 | 4.52, 1 | 5.27,4 | 6.02,7 | 6.78 .1 | 7.53 .4 |
|  | 8,83,6 | 4.60.3 | 5.37,0 | 6.18.7 | 6.90.4 | 7.67.1 |
| 5700 | 3.90,4 | 4.08,5 | 8.46.6 | 6.24,7 | 7.02.7 | 7.80,6 |
| 8800 | 3.97 .3 | 4.76,7 | 5.56 .2 | 6,35,6 | 7.15.1 | 7.94 .5 |
|  | 4.04.1 | 4.84.9 | 5.65.6 | 6.46.6 | 7.27,4 | 8,08,2 |
| 600 | 4.11,0 | 4.93,2 | 5.75,3 | 6.57,5 | 7.39 .7 | 8.21,9 |
| 6100 | 4.17 .8 | 5.01 .4 | 5.84 .9 | 6.68,5 | 7.52.1 | 8.35.6 |
| 6200 | 4.24 .7 | 5.09 .6 | 5.94 .5 | 6.79,5 | 7.64.4 | 8,49,6 |
| 6300 | 4.31 .5 | 5.17.8 | 6.04,1 | 6.90,4 | 7.76.7 | 8.63,0 |
| 6409 | 4.38 .4 | 5.26.0 | 6.13.7 ${ }^{-}$ | 7.01 .4 | 7.89,0 | 8,76,7 |
| 6500 | 4.45.2 | 5.34 .2 | 6.23.8 | 7.12,3 | $8.01,4$ | 8.90 .1 |
| 6600 | 4.52.1 | 5. 42.5 | 6.32 .3 | 7.23 .3 | 8.13 .7 | 9.04.1 |
| 6700 | 4.58 .9 | $5.50,7$ | 6.42 .5 | 7.34 .2 | 6.26.0 | 9.17,6 |
| 6800 | 4.68 .6 | 5.58,9 | 6.52,1 | 7.45,2 | 8.38 .4 | 9.31.5 |
| 6900 | 4.72 .6 | 5.67.1 | 6.61 .6 | 7.58.2 | 6.50.7 | 9.45,2 |
| 7000 | 4.79 .5 | 5.75 .3 | 6.71,2 | 7.67,1 | 6.63.0 | 9.58,9 |
| 7100 | 4.86,3 | 5.83,6 | 6.80.8 | 7.78.1 | 6.75.8 | 9.72.6 |
| 7200 | $4.93,2$ | 5.91 .8 | 6.90,4 | 7.89.0 | 8.87,7 | 9.86,3 |
| 7300 | 5.09 .0 | 6.00 .0 | 7.00 .0 | $8.00,0$ | 9.00 .0 | 10.00,0 |
| 7400 | 5.06,8 | 6.08.2 | 7.09, 6 | 8.11,0 | 9.12,3 | 10.13,7 |
| 7500 | 5.13.7 | 6.16.4 | 7.19,2 | 8.21.9 | 9.24,7 | 10.27.4 |
| 7600 | 5,20,5 | 6.24 .7 | 7.28 .8 | 8.32.9 | 9.37.0 | 10.41.1 |
| 7700 | 5.27.4 | 6.32 .9 | 8.38 .4 | 8.43,8 | 9.49,3 | 10.54,8 |
| 7800 | 5.34,2 | 6.41,1 | 7.47.9 | 8.54,8 | 9.61.6 | 10.68.5 |
| 7900 | 5.41 .1 | 6.49 .3 | 7.57 .5 | 8.65 .8 | 9.74 .0 | 10.82,2 |
| 8000 | 5.47,9 | $6.57,5$ | 7.67 .1 | 8.76 .7 | 9.86.3 | 10.95,9 |
| 6100 | 5.54.8 | 6.65,8 | 7.76.7 | 8.87.7 | 9.98.6 | 11.09,6 |
| 8200 | 5.61,6 | 6.74,0 | 7.86,3 | 8.98,6 | 10.11,0 | 11.23.3 |
| 8300 | 5.68 .5 | 6.82, 2 | 7.95,9 | 9.09,6 | 10.23,3 | 11.37,0 |
| 8400 | 5.75,3 | 6.90.4 | 8.05.5 | 9.20,5 | 10.35,6 | 11.50,7 |
| 8500 | 5.82 .2 | 6.98.6 | 8.15 .1 | 9.31 .5 | 10.47.9 | 11.64.4 |
| 8600 | 5.89,0 | 7.06,8 | 8.24,7 | 9.42,5 | 10.60,3 | 11.78,1 |
| 8700 | 5.95,9 | 7.15,1 | 8.34,2 | 9.53 .4 | 10.72.6 | 11.91,8 |
| 8800 | 6.02.7 | 7.23 .3 | 8.43 .8 | 9.64 .4 | 10.84 .9 | 12.06.5 |
| 8900 | 6.09 .6 | 7.31.5 | 8.53 .4 | 9.75, 3 | 10.97,3 | 12.19.2 |
| 9000 | 6.16.4 | 7.39 .7 | 8.63 .0 | 9.86,3 | 11.09,6 | 12.32,9 |
| 9100 | 6.23 .3 | 7.47 .9 | 8.72 .6 | 9.97.3 | 11.21,9 | 12.46 .6 |
| 9200 | 0.30.1 | 7.56,2 | 8.82,2 | 10.08,2 | 11.34,2 | 12.60,3 |
| 9300 | 6.37.0 | 7.64.4 | 8.91 .8 | 10.19.2 | 11.46,6 | 12.74.0 |
| 9400 | 6.43,8 | 7.72 .6 | 9.01.4 | 10.30 .1 | 11.58.9 | 12.87.7 |
| 9500 | 6.50 .7 | 7.80 .8 | 9.11,0 | 10.41,1 | 11.71.2 | 13.01.4 |
| 9600 | 6.57 .5 | 7.89,0 | 9.20.5 | 10.52,1 | 11.88.6 | 13.15,1 |
| 9700 | 6.64,4 | 7.97 .3 | 9.30 .1 | 10.63.0 | 11.95 .9 | 13.28.8 |
| 9800 | 6.71,2 | $8.05,6$ | 9.39 .7 | 10.74,0 | 12.09, 2 | 13.42 .5 |
| 9900 | 6.78,1 | 8.13,7 | 9.49,3 | 10.84,9 | 12.20.5 | 13.56,2 |
| 10000 | 6.84,9 | 8.21.9 | 9.58 .9 | 10.95,9 | 12.32,9. | 13.69 .9 |




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Interest, 10 DAYS.-Continued.

Interest, 10 DAYS.-Continued.

led.

$\frac{13.97,3}{14.24 .7}$
14.52,1
14.79,5
$15.06,8$
15. 34,2
15.01,6
15.89.0
16.16.4 16.43.8

### 16.71,2

16.98, 6
17.26.0
17.53.4 17.80,8 18.08,2 $18.35,6$ 18.63,0 18.90.4 19.17.8 19.45,2 19,72,6 20.00." $20.27,4$ 20,54,8 $20.8^{2}, 2$ 21.09,6 21.37,0 21.64.4 21,91,8 22.19.2 $22 \cdot+5,6$ 22.74,0 23.01,4 z.28.8 23. 56 , 2 3.83,6 +.11,0 . $.38,4$ $4.65,8$ $4.93,2$ $5.20,5$


Interest, 30 DAYS.-Continued.


## sed.

10
$41.91,8$
$42.74,0$
$43.56,2$
$44.38,4$
$45.20,5$
$46.02,7$
$46.84,9$
47.67.1-
48.49,3
49.31,5
$50.13,7$ 50.95, 9 51.78.1 $52.60,3$ 53,42,5 54.24.7
55.06 .8 55.84, 0 56.71,2
57.43.4
58.35,6

6リ.17,8
60.00 .0 60.82,2 61,64,5
62.46,6
63.28.
64.11,0 64.93,2 65.75,3 66.67.5
67.39.7 $68.21,9$ 69.04.1

### 69.86, 3

$70.68,5$
71.50 .7 73.32.9 73.15.1 73.97.3
74.79,5 75.61 .6 76.43 .8 .77.26,0 78.08,2 78.90 .4 79.72 .6 80.54.8 81.37 .0 82,19,2


ued.

105.20.5
106.84.9 108.49.8
110.13.7 111,78,1 113.42,5 115.06 .8 116.71 .2 18.3.5.6

## $120.40,0$

121.64.4 123.28.8 124.93.2 126.57,5 128.21,9 $129.80,3$ 131.50.7 133. 15,1 134.79,5 136.43.8 138.08.2 $139.72,6$ 141.37,0 143.01,4 14.65 .8 146.30, 147.04 .5 $1+9.58 .9$ $151.23,3$ 152.87,7 154.52, 1 156.16,4 157.80 .8 159. 5.2 161.09,6 162.74.0 164,38.4


Interest, 9 DAYS.-Continued,

|  | 5 | 6 | 7 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | -62.87.7 |  |  |  |  |  |
|  |  | 70.43,2 | 89.7 | 6102.57 .8 |  |  |
|  | $65.34,2$ 60.54 |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | 69.04.1 | 82.84 | 06.6 | 110 |  |  |
|  | 70.27,4 | 84.32 | 29.3 | 112.43 | 128 |  |
|  | 0.7 | 85 | 100.11 | 14.41 | 128 |  |
| 600 |  |  |  |  |  |  |
|  | 0,5 | 00.24 | 55.2 | . 22 |  |  |
|  | 76.43.8 |  |  |  | 5.67 |  |
| 6300 | 77.67,1 | 93.20 |  |  |  |  |
|  | 78 | 94 | 110.46 | 26.24 | $1+2.02$ |  |
|  | 80.13,7 | 86. 16.4 |  |  |  |  |
|  | , |  | 113.81 | 180.19,2 | 146.46, | 16 |
|  | $82.60,3$ | 49.12,8 | 115.64 | 129 16 | 148.68, | 16 |
|  | 83.83,6 | 100 | 117.87 |  |  |  |
|  |  |  |  |  |  |  |
| 7100 | 87.53.4 | 103.04, 1 | 122.5 |  | 157. 60 |  |
| 7200 | 88.76.7 | 106.52,1 | 124.27, | 142.02, 1 | 16. 2,1 |  |
| 7300 | 00.00, | 108.00,0 | 128.00 | 144 | 162.00,0 | 180 |
| 7400 | 91.23,3 | 109.47,9 | 127.72 | 14. | 2, |  |
|  | 92.46,6 | 10.95,9 | 129.45.2 | 147.94, 5 | 166.43.8 |  |
|  | 83.69.9 | 112.43 | 131.17, | 149.91 |  |  |
| 780 | 94.93 | 113.91,8 | 132.00 | 151.80 | 170 |  |
|  |  |  |  |  | 178.09 | 192.82,9 |
|  | 48. |  | . 0 |  |  |  |
| 81 | 99.86,3 | 119.83,6 | 1P\% ${ }^{1080} 8$ | 159.78, 1 | 179.75 |  |
|  | 101.09,6 | 121.31,5 | 141.53 .4 |  |  |  |
|  | 102.32, ${ }^{\text {e }}$ | 122.79,5 | 143.26, | 163.72, | 184 |  |
| 84 | 103.56,2 | 124.27.4 | 144.98,6 | 165.69,9 | 186. | 12,3 |
|  | 104.79,5 | 125.75,3 | 146.71,2 |  |  |  |
|  | ${ }^{108.02,7}$ |  | 148.43,8 | 169. | 190.8 | 21.0 |
|  |  |  |  |  |  | 214.52 |
|  | 109.72,6 | ${ }_{131.67}$ |  | 175 |  |  |
| 900 | 110.95,9 | 133.15,1 | 155 | 177 | 199.7 |  |
| 9100 | 112.19,2 | 134.63,0 | 157.66 | 179.5 | 201.9 |  |
| 9200 | 113.42.5 | 136 |  | 181.47, | 204.16,4 | 226.84,9 |
|  |  | 137.58.9 |  | 188.45 | 206.38,4 | 229.31,5 |
|  | 117.12,3 |  |  |  | 208 | 231.78,1 |
| 9600 | 118.35,0 1 | 142.02, 7 | 105.69 .9 | ${ }_{189.37,0}^{187}$ | 213.04.1 | 236.71,2 |
|  | 119.58,9 1 | 13.80 .7 | 167.42,5 | 191.34,2 |  | 391. 17 |
|  | 120.82.2 1 | 14.98.6 | 169.15,1 | 193.31. | 217.47,9 |  |
| 9900 | 122.05.5 1 | 16.46,65 | 170.87.7 | 195.28.8 | 219.69,9 | . 0 |
|  | 123.28,8 |  | 17 |  |  |  |

## 10

7,8 126.76,8
9,7 128,21,4
1,6 180.68,
8,6 183. 16, 1
5, $5 \quad 135,61,6$
7.4 188.08.2

9,8 $140.54,8$
1,2 143.01,4
3.2 145.47,9

147,94,5
$1.0 \quad 150.41,1$
, 9 152.87.7
, 8 155.84,2
1,7 157,80,8
.7 160.27,4
.6 162.74,0
. 5 165.20,5

## .4 107.67.1

$-8 \frac{170.18,7}{172.00}$
.2 172.60,8
2 175.07.8
.1 177.63.4

## , 0 180,00.0

. 9 182.46,6
. 8 184.93,2
. 8 187.89,7
. 189.86 .3
, 6 192.82,9
. 194.79 .5
. $197.26,0$
$3 \quad 199.72$.
$8 \quad \therefore 19.2$
$20^{2} .65,8$
1 207.12.3
0 209, 58,9
$\begin{array}{ll}8 & 212,05.5 \\ 8 & 214.52 .1\end{array}$
216.98.6

7 219.45,2
621.91 .8

5 224.38,4
4 226.84,9
$4 \quad 229.31,5$
231.78.1

2 $234.24,7$
236.71,2
$239 . \overline{17.8}$
241,44,4
244.11,0
$\frac{24.110}{246.57 .5}$

## DRAINAGE

Few puhlic Acta of the Province of Ontnrin fiave under. sonc auch frequent and oxtenive alterations ins the "Muatcipai Dralazge Ach" The present Act is to bis found in the atatute is the final outcomo for ivir ax mher tiv, This lefislative experiment. Tho many yeurs of iltigation and ment, knowing themselves ..in whits of tharliabe, are apt to forget that thouat the meaning is intencled to do not know what was is the who hinve to ronstrite tho Act It in the duty of the Courts to end of the draftuman, Still naed In the atatute, and not to give effect to the language it, merely hecnuse it may aeem adjudicato away any part of frequently aald that thone dratnage nendiess. Judiges have ally interpreted. They have oinage Acts ought to be llberInoperative drainage hy-faws, meredy to set anide or declaro ohserve nome of the directory provituma of a tallure to the omlation had not aftected provisions of the Act. Whero or omission was mide in ped the resilt, and the mintake honest infposo of nheying the ingon fulth, and with the deviating from 1 th atrict formalli, ahhourth unlatentlomally a clear departure from tho ese Untess there hae been otatute, the Courts will austain the hy provisions of the supervising the inception, constructlon-luw. The powers of works hae heen intrusted andion and operation ot such munielpallifes nfferted almoet exclusively to the local case sald, " In matters of rehy. Chancellor lloyd in one lature is to lenve the marainage, the policy of the Legisthe focalltes, and the Cougement largely in the hands of from. Interference, unteurt should bo carcful to refrain Indispntable excesg of there hae been a nunlient and regard of personal rights."
The Ontarlo Munlelpal Dralnage det prorlies, th the "petltion" of a majorlty in number ous., that upon non-resldent owners, as shown by the of the resident and ment roll, of the lands shown by the fast revised assessecrihed In euch petltion to benefled in any area as devillage, town, or clty, within any townstip, iucorporated thereof, for the drainage of the to the municfiral councll thereol, for the drainage of the area described in the petition,

## DRAINAGE.

hy means of a drainage work, that is to say, hy the construction of a draln or drains, the deepening, stralghtening, widening, clearing of obsiructlons, or otherwise improving of any stream, creek or watereourse, etc., the councll may procure an engineer or land surveyor to make an examinatlon of the area to be drained, etc., and to prepart a Repert with plans, speciffcatlons and estmates of the work, and to maкe an assessment of the iands and roads, within the aaid area, to be benefited, and of any other lands and roads llable to be assessed, stating as nearly as may be the proportlon of the cost of the work to be pald by every road, lot, or portion of lot, for benefit, for outlet liabllity, and for rellef from lnjuring llability, etc. The let gives a form of "petition" to be used. The engineer or surveyor In assessing the iands to be benefited or which are liable to assessment is authorized so place the assessment upon the whole lot, or upon the part of the lot to be affected by the work. When requlred by the council, the engineer or surveyor shali make plans and speclfieations and detalled "estimates" of the work to be constructed. He shall also determine in what manner the material taken from sueh work, elther in the constructlon or repalr thereof, shall be disposed of, and the amount to be paid to tho respective persons entltled, for damages to lands and crops oecasloned thereby, and shali include all such sums in his "estimate" of the cost of the dralnage work, or of the repalrs as the case may be. Any owner of land affected by the drninaga work may, if dis. satisfied with the report of the engineer, appeal therefrom to the "Drainage Referee." A notice of the appeal must he aerved upon the head of the council, and the Referee may hear and determine the appeal in a summary manner, elther on hls own velew of the premises, or after hearlng the parties and thelr witnesses; and may make such order as to him seems just. Upon the fiing of the engineera "Report," each of the parties interested must be notified hy the clerk of the amount of the assessment against each of them. The report of the engineer or surveyor must be filed withln six months after the filing of the petition. As soon as the ergineer or surveyor has completed hls report, plans, specifications, assessments and estimates, he is required to file the same with the clerk of the munlclpallity, and the clerk muat norefy
the conugbtening, improving uncil may examina-
a Report
k , and to lthin the and roads the proroad, lot, and for form of a assess-assesswhole work. or shall tes" of in what In the of, and tled, for Id shall of tbe e. Any If dis. efrom nust be may elther parties to him "each of the report. enths eer or ations, same no+ity
all part' 'riminage.
Hy malling in the awner of the area described in the petition, clrcular or a post enrú upon why parcel of land assessed, a of the filing of the report, the shail be stated the date Its estlmated cost, the owners' name of the drainage work, and the date of the meeting of tands and their assessment, will he read and considered. the councif at which the report an opportunlty is given to any the meeting of the councll tion to withiraw from it, by persou who signed the petiwriting, slgning the same and putting his withdrawai in noy persons present who have fing it with the elerk. And be nllowed to do so. Tbe council signed the petition misy hy-laws hased upon the petition and passes a by-faw or ment, providing for the construction report and the assessage work, or a portion thentruction of the proposed drainhorrowing so much moncy on as the casc may be, and for as may be sufficient to pay for the credit of the municipality and for issulng debentures of construction of the work, within twenty years to the requisite muncipaity payahle ing and levylng upon the fands to amomit. and for assessa sufficient sum annuaily to to he benefited by tbe work, statute glves the form of the redeem the debentures. The munlelpnilty. The by-law is requirel to he pussed by the council appoints five of its mequired to lo pulished. The of Revision," to hear ail compins to constitute a "Court wrongfuliy assessed, or omitted with regard to owners assessed at too bigb or too low an from the assessment, or nupeni from the Court of Revigion amount. Therc may be an or District Court in wbich Revision to a Judge of the County the Judge is required to delle municipslity is situated, and thirty days after the hearing his judgment not later than debentures issued and sold io any such complaint. Any struction or repalr of any dra provide money for the conthe bands of the purchaser, drainage work shafi he good in corporation issuing them, to and shali be binding upon the ally advanced, provided no the extent of the money actuls made within six weeks appilication to qussh the hy-law Any by-law passed by the from the finsi passing thereof. does not produce sufficient council for such purpose, wbich to pay the cost thereof, or for the complete the work, or tures authorized to be issued the redemption of the deben-

## DRAINAGE

amended by the council, und further dehentures may bo issucd under the amending by-iaw, in order to fuily carry out the intention of the originai hy-law. Any dralnage work, constructed under a by-iaw of any municipailty, must after the completion thereof be maintained hy the municipaility. The assessments to be made for repairs to any such work may he varled from time to time on the report of the assessment englneer appointed hy the couacil. Any work so constructed may be deepened or extended as necesslty may require. And any person or municipality interested in a drainage work, whose property is "injuriously affected" hy the work or by the defective condition of the work, may serve a notice in writing upon the municipailty whose duty it is to maintain and keep it in repair; and the municipallty may be compelied hy "mandamus," issued hy the Referee or hy any other Court of Competent jurisdictlon, to perform the duties and to exerclse the powers conferred upon it hy the Drainage Act. Persons who cause ohstruction to such drains inay be compelled to remove the obstruction and make repairs. Any councli may hy by-iaw appoint an inspector of drains." As between landlord and tenant, an agreement by the tenant to pay rates and taxes in respect of the lands occupled by hlm shall not include the charges and assessments for any drainage work, uniess such agreement in express terms so provides.
"The Land Drainage Act" of the Province of Manitoba provides for the construction of all such drains by the Provincial Government. The goveriment can take the Initlative, hut the property owners may petition against the work. Whenever the government deems lt for the puhllc henefit to draln, reciaim or render fit for occupation and cultlvation any lands in the province, the government may organize such territory into a "drainage district," and may appoint a competent engineer to make a survey and examiration of the land sought to he reciaimed, with a view of ascertaining the prohahle cost thereof and whether the work, if performed, would be a puhllc benefit. When the engineer has examined the land and made his report to the Minister of Public Works accompanied by accurate maps, plans, proffles, etc., and a descrlptlon of each parcel of land to be benefited, tho
he issued $y$ out the ork, conafter the Ity. The ork may sessment astructed require. drainage work or notice in taln and elled hy er Court to exerIge Aet. he com-

Any draIns." e tenant pied hy for any arms so

## anltoba

 Pe Pro. Itlative, work. henefit ivation rganize point a tion of taining ormed, amined Works and a d, tho
## DRAINAGE.

Minister of Puhfic Works nay suhmit the same to the government for its determination as to whether the work shall he undertaken.

If the government think it advisabie to undertake tho work, puhlic notice is given hy the Department of Pubilc Works, descrihing the land, and the estmmated cost of the drainage works proposed to he undertaken. a.ad the assessment and levy agalnst each parcel of the fands to be benefited

Uniess a majority of the owners of the property affected, representing at least one-half in value thereof, send in a wition to the Minister of Puhifc Works agalnst the same within one month after the puhfication of the sald notice, Department. But if a he undertaken hy the rublic Works property affected, representing of the owners of the real petition the Minister withing at lesst falf in value thereof, work, the same shall not he month against the proposed petition is presented, a stat proceeded with. If no such estimated cost of the work the amount that each lot or description of the land, and and designating the lands incluref will be liable for, etc., "Drainage District No. -" included in the dralnage area as issued for the amounts required, Dehentures may then he years nor more than thirty-five run not less than twenty form a lien upon the lands to years. Tilese dehentures parcel Is assessed. The tra the amount for which each maintained nid kept In repair by when completed must be in which they are located.

In British Colnmbln there are drainage provisions contained in the Consolidated "Munielpal Clanses det" conprovide that it shall he lawful for the mances act." These any municipality to horrow mone the munlcipal council of municipality for the purpose money upon the credit of the or dyking works. Upon ree or constructing local drainage mafority in numher of the person of a petition signed hy a assessment rofl of the municips shown by the last revised situated within such portion of as is specified and descrithed in the area of the municipality ing that the petitioners are in the petition, and also show-

## JH.INAGE.

of more than one-half of the valuo of the whole assessed lands witbin the area described, tho council may procure an engineer or practising land surveyor to make an examination of the lands to be drained or dyked, or of the stream or watercourse proposed to be deepened, or straightened, or from which it is proposed to remove obstructions, or of the lake or pond, the waters of which it is proposed to lower; and may procure plans and estimates to be made of the cost of tbe proposed work, and an assessment to be made by such engineer or surveyor of the lands to be benefited thereby, stating the portion of benefit to be derived therefrom, by eacb portion or parcel of land tying witbin the area, and may, it it be deemed necessary or expedient, tbereupon pass a by-law or by-laws to construct or carry out the proposed work or any part thereof. These "clauses" contain provisions with regard to tho determining of the assessments, the form of the by-iaws, the hearing and setting of complaints, by the Court of Revision, the issue of debentures, and other matters, similar to the provisions contained in the Ontarlo Municipal Drainage Act.

## In the Province of Saskatchewan the Drainage Act is

 similar to that of the Province of Manitobr. Tbe proceedings for the drainage of any particular area are instituted and carried out by the Public Works Department of the province, upon the petition by a majority of the property owners. But the drains when completed must be maintained by the municipalities.In the Province of Alberta, the Minister of Public Works may, when he deems it necessary to construct any ditch in the Province, appoint an engineer to make an examination or survey of the focality or district, with a view of determining tbe feasibility and cost of the construction of such ditch. The engineer thereupon makes an examination of the district and reports to the Minister, showing by reference to a map or pian tbe physical features of the locality, and where the ditch should be located, and the cost thereof, and the proportion of the cost to be assessed against every parcet of land to be benefited. Tbe notice of the determination of the Department to proceed with the construction of the ditch


## DRAINAGE.

Condifional Sales Act requiree that the agreenent shall ho meeting may be adjourned for the purpose of adding other parties. If the partles cannot arrive at an agreement, the pereon requiring the ditch may file with the clerk of the municipality a requisition naming all the severai parcets of land that will he affected hy the ditch, and requesting that the engineer shali appoint a time and piace in the iocality at which he can attend and make an examination. 'The cierk thereupon notiflee the engineer. The engineer fixes a day and place, and tho clerk thereupon notifles the owner who made the requieition, and he is required to notity ail the other parties at least four clear daye before the timo appointed hy the engineer," etc.

## CONDITIONAL SALES

Where the "possession" of goods is delivered to the proposed parchaser on condition that the "ownership" is to remain in the selfer, untll payment of the purchase price, or part of ft , has been completed, the transaction is called a "conditional sale." Such transactione ere evidenced hy an agreement in writing called a "recelpt nute," a "hire recelpt," or "sale agreement," or it may be called hy any other name. Such agreements usualiy provide (1) that the propoeed purchaser to whom the possession of the article is delivered, shall pay for the same hy reguler monthly or quarterly paymente, and that the "ownershif" of the goods shall remaln in the vendor, until the goods ere pald for. (2) That in default of payment of any instalment, the owner shall have the right (a) to retake possession of the articie, and treat the paymente made as a monthly or quarterly "rent" for ite use, and to retain possession until he recovers payment of the halance of the price, (b) to treat all of the instaiments as having hecome due, and to sue for the whole halance remaining urpaid, (c) to reseli the article at whatever price he can ohtain for the eame, end to charge the original purchaeer with the deficiency in price, if any, and with the coete of taking possese!?n end resale. All conditlonal eale agreements are not allke, eech company has Ite own form, hut most or them contaln the provisione above mentloned or eome of them. In the Province of Ontario, the

" or hy Offle District of the nst any whose valuhe so petween without
teilvery pose of ess, he tions of der or of hls goods" visions Is not actured Instruave the rinted, pecting

## The

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 d, who recelvng due st" Is hlch a istered ve prect furtakes" shall hlrerconditional sales
may redeen them within that period, on payinent of the amount then in arrear, together with finterest and actual costs; and where the purchase price of goods exeecds \$30, ria the selfer or iender intends to fook to theecds chaser or hirer for any deficleney on a mos the purshail not he resold until after "notice in writing of the Intended sale" has heen given to the purchasitip or fifrer or his successor in interest. The notice inust be served personaliy, or be left at the residenco or last known pisce of ahode of the purchaser or hirer or his successor at least "Ave days hefore the sale," or the notice may be sent by registered fetter posted at least "seven days" before the sale, This provision must be complied with notwithstanding any clause in the agreement to the contrary. Where the goods hnvo heen affled to the realty they remain subject to the rights of the selier er fender, hut the owner of such reaity, or any purchaser or mortgagce, has the rigit as against the selier or lender to retain the goods upou payment of tho amount owling on them.
In each of the other provinces which have a Conditional Sales Act, either as a separate hranch of the law or as a component part of any other Act reiating to the safe of goods and chatteis, the general purpose and terms of the Act or statutory provislons are very similar to the Ontario Act above condensed. Very similar to the Ontario Act

In the Province of Nova Scotia every hiring, lesse or hargain for the sale of personal chatteis, aceompanied hy immediate dellvery and foliowed hy an setual and continued change of possession, wherehy it is agreed, (s) That the property in the personal chattel, or (b) in the case the bargain for the sale and a llen thereon for the price of $n$ portion thereof, is to remain In the person selling or or sny to hire, until the payment in the person seliing or fetting be in writing and slgned hy fuil of the hire or price, shail ment with ari affidavit vaithe parties thereto. The agreethe office of the Registrar District in which the chatter of Deeds in the Registrstion of the agreement, otherwise at the time of the execution creditors shall he null and the agreement as against moved from one registration if the chsttels are reanstrict to snother a copy of 563

CONDITIONAL EALES
the agreement and affiavit must be filed in the diatrict to which the chattels are removed.

In New Branswick, the Comditional Sales Aet provides that where chattels are sold under a written agreement which provides that the ownership shall not pass to the purchaser untll the price is pald in full, such a condition or prevision shall he valid as against a suhsequent purchaser or mortgagee from the vendee, who purchases without notice and in good fait and for a valuable consideration, only when a copy of the agreement has heen fled with the Registrar of Deede, in the county in whlch the purchaser resides at the time of the purchase, within fifteen days from the delivery of the chattels. It further provides that in cnse a creditor of a purchaser or hirer makes a demand upon the vendor for a "statement" of the amount due under the agreement, the vendor must file with the registrar within twenty davs a sworn statement, and in default he shall forfit all rights as against such creditor. Where the vendor has retaken possession of the chattel, the purchaser has twenty days within which to redeem, and fivo days' notice of saie must he given hy a vendor who wishes to sell after having taken possession. Where the chattels are affixed to the freehold without the written consent of the vendor, they shall not hecome part thereof, hut the owner of the realty shall have the right to retain such chattels on paying the amount due thereon.
In the Province of Prince Edward Island, Condiltional Sales of chattels, other than manufactured goods, eto., are only valld against suhsequent purchasers or mortgagees, When the terms of the contract arc in writing, signed hy the hallee and duly flled. Ir case of manufactured goods, If the name and address of the manufacturer or vendor is plainiy printed, painted, stamped or engraved thereon, that will constitute "notice" to any person dealing with the haliee. The vendor is bound on application to give a statement of the halance due and terms of payment, etc., to an intendling purchaser. If the vendor takes possession of the goods, the ballee may redeem the same within twenty days. The vendor must glve five days notice hefore he can sell the goods.

In the Province of Qnehec, conditional sales may be made

## CONDITIONAL EAJ, ER

with the right of redemption. Any eondition may he made
In a contract of sale, proilded the same ls not contrary to aw or inconsistent with good morals. Gools miay he sold on what is termed a "hire recelpt," which provides that the property does not pass until the goods aro paid for.
In Newfoundand "instalment feases" perty in the naturo of a conditional of pressonal project to the torms and conditions set pare may bu made sub-
The Weatern Provinces of Canat forth in the Iease.
Brittsh Columbilh are governed by with tho exception of the laws in those provinces are therefiliar eonditions, and example, in the Province of Saneretore very siniliar, For ditional Sales Act, hut it only apatchewun there is a Conto the value of $\$ 15$ and upwards applies to the rale of goods property in the goods is to rem. Where it is agreed that the ment must be in writing and remaln in the selfer. The agreccontain a description of the registered, and the writing must tered in the District Office, where and a eopy must he reglsof sale are registered, withln io chattel miortgages and hills cry of the goods. It the goods thity days" from the dellidistrict a copy of the contract are delfverid in any other thirty days from the date of sact must he registered within removed from one district such dellvery. If the goods are ment must be registered to another, a eepy of the agrecdays." A "renewal" must he new district within "sixty preceding the expiration of "o nied within thirty days next registration of any such agree years" from the date of by affldavit showing the amoument, and it must be verifed interest. Thereafter a renewat still due for princlpal and fled annually withln thirty day verifed hy aflldavit must he tion of the year from the dilleys next preceding the expiravendor retakes possession, he of the last renewal. If the days to give the purchager must keep the goods twenty "five days' notlce of sale" chance to redeen them, and a not apply to manufactured must be given. The Act does the vendor or manufactured goods whlch have the name of such vendor or manufurer stamped tbereon, provided that wan where enquiry may such goods, and the vendor made concerning the sale of made hy a person entitied to must reply to every enquiry In the Province of Britith enquire, within five days.
In the Province of British Columbla every "receipt note,"


## CONDITIONAL EALEE

" recolpt," or "order" for chattels, siven by any balloo of cbattols, whore the condition of tho balimeot is aucb tbat the "possession" of the chattel shafl pass witbout any "ownorahip" therefn belog acquired by the baliee uotil the paymeot of the purchase noney or soms stipulated part thoreof, shall be vold as against any subsemueot purchaser or mortgagee of such cliattels without notico lo good falth for valuable coosideration, uniess a true copy of aoy such note or rocelpt ahall be flied in tho office of the County Court of the district in which the property if situate not later than "twenty-ono days after delivory" of the goods, or tbe first portion tbercof, to the balfee or conditional purchaser. Vendore who retain the titie of goods by means of a cooditional sale must furoish full information respecting bainocee due, terms of payment. etc., withio tive day: after a demand therefor by- a proposed purchaser or person interested. if the vendor "retakes" possession for breach of condition, he " must retain the articies so takeo for tweoty days before resale," during which time the vendee may redecm, upon paying the amount in arreara with loterest aod expenses, and where the value of the articie exceeds the value of $\$ 30$." flive days' notice " of sale must be given, which may form part of the twenty days above mentlooed. Goods held by the purchaser under a conditional sale, the title to whicb has not yet passed to him, are onily liable to distress for rent due by the purchaser to his landlord, to the extent of the actual interest of the purchaser.

In the Province of Alberta no eale or ballment of gooda of tbe value of $\$ 15$ or over provided or conditioned that any right of property or poosenefon la to remain in the seller notwithstanding that the actual poseession of the goods passes to the buyer, shall he effectual as against any purchaser from the buyer of such goods in good faith for valuable consideration, uoless such sale with such ngreement or condition fe fo writing signed by the baliee or his agent and registered in the registration District or Districts in which the huyer resides, and in which the goods are delivered in accordance with the statute, "within thirty days" from the time of the actual deifivery of sucb goods to the buyer.
balfee of such that thout any untif the lated part purchaser good falth any such e County Ituate not the goods, lonal purmeans of respecting lays after son interreach ot or twenty dee may interest ceeda the n, which 1. Goods a title to distres: extent ment of or con$n$ is to posserctual as in good th such allee or or Disods are days" to the

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## What to Say to the Bo:

Nature demands that the Boy-the Yorng Man

## Know Something About Sex Matters

They must and will learn that something sooner or lat

## Vvho shall do the Teaching?

1. The wise Big Boy at School.
2. The Barn Yard Philosopher and Street Corner But
3. The Quack with his pernicious literature and quac suggestions.
4. The sly experience with its crop of wild oats.
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class to reed to" class to reed it."

> Viotos C. Vavghan, M.D. (Dean of the Medical Depart. ment, Oniversity of Michigan.)

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    J. Anderson,

[^1]:    "There is nothlng possible to man which Industry and Integrity will not accompilsb. The poor boy of yesterdayeo poor tbat a shlling was a miracle in his vision; bouseless and breadless; compelled to wander on foot from village to village, witb his bundie on loom order to procure labor and bundie on hls back, In -has become the tulene the of subsistence -has become the talented young man of to-day by

[^2]:    "An estate ie a pond; trade ie a epring."
    "There is no royal road to riches, and, in a hueinees ae hig as mine, no bact lane."
    "How much value I place on industry, and how I helieve in hard work at the thing once for all accepted as a man'a

[^3]:    o. A bank may lend money

[^4]:    12 piecps.
    12 dozen
    12 gross.
    20 units.
    sozen.
    hross.
    1 Lreat ctoss. 1 score.

[^5]:    
    

[^6]:    

[^7]:    The Idand of Nowfoundiand and the Labredor Coast are not Incjuled in the obove teternent. The ares of the I thetador Coent is abou4 7,000 cquasp miles, and thit of Newfoundiand 42,784 equare mileg
     of Canade 11 inelodet the area sided to the Pravince by Aot of the Impertal Parlesment, 1890.

[^8]:    - 0 montha

