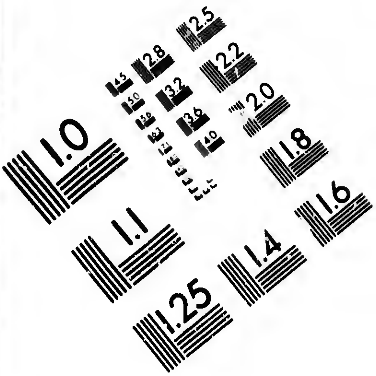

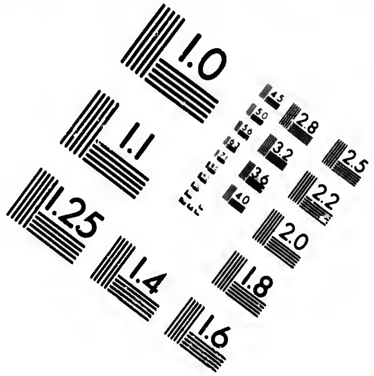

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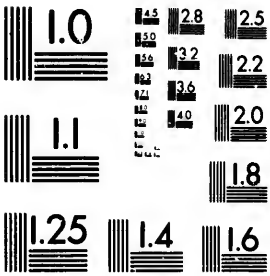

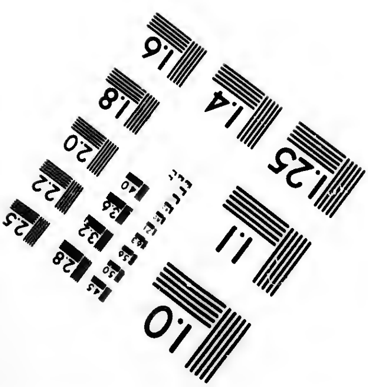

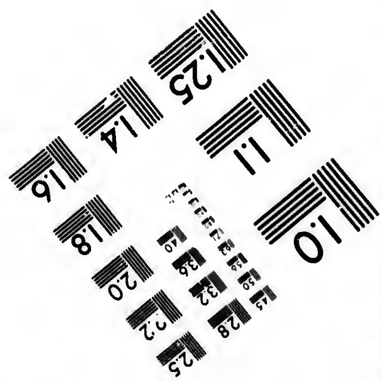

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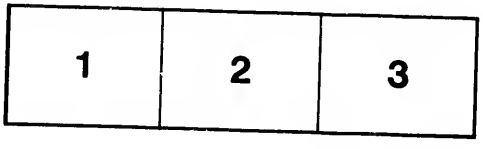

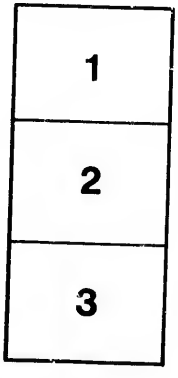

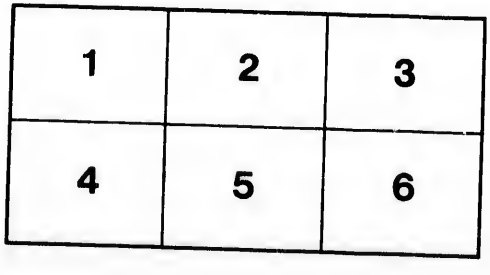

BE YOUR OWN LAWYER!

A BUSINESS MANUAL

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REVISED BY

W. K. PATTISON, Esq.,

BARRISTER-AT-LAW.

AND INCLUDING

A PRACTICAL SYSTEM OF FARM ACCOUNTS.

BY

W. H. ANGER, B.A.,

Author of "Modern Book-keeping."

TORONTO:

PRINTED FOR THE AUTHOR.

1895.

PREFACE.

The chief subject treated in this volume is one to which no class of readers in the Canadian Commonwealth, outside the legal profession, can be indifferent; for it is incumbent upon every man to be acquainted with those laws with which he is immediately concerned, lest he incur the censure, as well as the inconvenience, of living in society without knowing the obligations resting upon him. No man can properly discharge the duties he owes to the public, or to himself or his family, without, in some degree, possessing a definite knowledge of the laws by which all are bound, and the obligation resting upon each as an individual. Under our form of government, it is a marvellous thing that the study of the Law should be excluded from all the schools, except those preparing for the legal profession only, and men left to gather their knowledge of the laws subsisting in the community by costly expense or as best they can.

Men of liberal education should find a peculiar attraction for its study, and be as well versed in its general principles as they are in science or history. Teachers ought, at least, to know as much about the laws governing society as they do about astronomy.

Gentlemen of independent means cannot afford to be deficient in this branch of learning. It is their landed property, with its varied interests, voluminous train of conveyances, settlements and incumbrances, that forms the most extensivo object of legal knowledge, and they should possess a full understanding of the leading principles in connection with estates, agency, conveyancy, tenancy, master and servant, and of the municipal laws in general, which would serve as an effectual check upon their agents and preserve themselves from gross and notorious imposition.

Clergymen cannot perform the duties required at their hands without a knowledge of the laws governing the people whom they seek to lead, and for whom they are frequently required to act as legal advisers. Living continuously before the public, and acting almost invariably in a representative capacity, pledging their own honor and sometimes the credit of those for whom they act in heavy financial obligations, they surely ought to be learned in the law, and thus imitate Him who, with unerring wisdom, could answer when it was "lawful to give tribute to Cæsar," and when to withhold.

Merchants and other business men who, in every hour of the day, are entering into contracts binding themselves and others, ought to know clearly in each case the extent of the liabilities they are acquiring or evading, and the rights they are acquiring or bartering away just as fully as they do the value of the goods they are handling.

Mechanics and artizans, who spend years in apprenticeship to become masters in their calling, should also endeavor to understand their relations as members of the community. Their legal rights and obligations are a sacred trust that they should be able to intelligently guard and justly honor, and thus fortify themselves against injustice and fraud.

A large portion of the Canadian farmers are extensive employers of labor, and for them to be in the least deficient in a minute knowledge of the legislation that has fixed the

relative rights, liabilities and obligations subsisting between master and servant is a source of frequent humiliation, and fraught with serious consequences as to loss and possible penalties. Recent legislation has made the relation between master and servant, principal and agent, unequivocal and plain, the obligations of each unmistakable, and the penalties for a breach of contract a definite thing, so that all who read may understand.

Even the working man has a duty to perform to himself and his family in understanding the laws which define the obligations he is under to his employer and the rights to which he is entitled. Knowledge always means power, and power means a higher estate and greater thrift and comfort.

All men in a normal state of mind are ambitious, and covet place and influence. Those especially who seek the honor of a representive position, either at Council Board, Legislative Assembly or House of Commons, should, by every consideration of propriety, understand the laws already existing before they assume to exercise a power to change or to modify or to abrogate any of them, or to enact a new one.

Again, all gentlemen are liable to be called upon to establish the rights, to estimate the injuries, to weigh the accusations, and sometimes to dispose of the lives of their fellow subjects by serving upon juries. In this situation they are frequently called upon, and that upon their oaths, to decide questions of grave importance, for the solution of which some legal knowledge is requisite. And when juries are incapable of doing this with reasonable propriety, it tends to lower their authority, prevent justice, and to throw that undue power into the hands of the judges to direct, control and even reverse their verdicts. which the constitution never intended in that famous bulwark of our liberties—Trial by Jury.

Lastly, it often occurs that persons, either through choice or necessity, write their own wills. As the law has made certain forms necessary in the wording of last wills and testaments, and fixed the number of witnesses to their execution that are essential to their validity, these few requirements should be understood by all who would save their families from being torn asunder by litigation and their estates wasted in the law courts.

The second part of this work contains a vast amount of information especially useful to farmers and mechanics, and of interest to every person. The method of Farm Bookkeeping will be found to be immensely practical and easy of adoption. It is a duty the farmer owes to himself to keep accounts with his business, so as to employ his time, energy, thoughts and capital in ways that will be most remunerative and lead to affluence.

For the Commercial Law portion of this volume, the author wishes to acknowledge his indebtedness to W. K. Pattison, Esq., Barrister-at-Law, from whose lectures, extending over a period of five years, delivered before the students of the St. Catharines College of Commerce, this volume has been almost exclusively compiled, and who, also, not only generously permitted this use to be made of that rich treasury, of the business laws of Canada, but who also revised the manuscript of this volume before its publication.

St. Catharines, June 22, 1892.

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PART II.

Form of accounts; business addresses; miscellaneous short rules and practical measurements; farm bookkeeping.

CHAPTER I.

LAW.

1. DEFINITION OF LAW. Law is a *rule of action.* As in this volume only *municipal law* will be dealt with, law will be defined as embracing all those rules of action, whether written or unwritten, which have been established by the community for the guidance of its inhabitants.

2. SOURCES OF LAW. Throughout the British Empire and the United States the people are the source of all law. In Great Britain every Act passed by the people's representatives must have the assent of the Sovereign before it becomes law. In the various Colonies the signature of the Governor-General, Lieutenant-Governor, or other representative of the Crown must be obtained, and in the United States that of the President or State Governor, as the case may be.

3. REPRESENTATIVE BODIES. In Great Britain, the Imperial Parliament including the House of Commons and the House of Lords. In Canada, the Dominion Parliament including the House of Commons and Senate and the Legislatures of each Province. In the United States, Congress and the various State Legislatures.

4. DIVISIONS OF LAW. 1, Common Law. 2, Statute Law.

5. THE COMMON LAW is what is called the unwritten law. It had its origin in the early days of Britain. The various races from which have sprung the English people brought with them when they invaded and settled in the country their respective customs and rules of action which, after the various provinces became united under one government, caused considerable confusion for a time, until a uniform body of law was established for the whole kingdom and thus called the *common law.* Owing to the fact that but few of the early inhabitants were able to read or write, the laws were for a long time simply preserved in memory, hence called the *unwritten law.* The term *unwritten* does not now apply in the same sense that it did then, because every principle of the *common law* has long since found its way into print through the thousands of volumes of reports giving the rulings and decisions of the various courts, thus furnishing precedents for guidance in all future cases equal to any written law as to uniformity and definiteness.

6. STATUTE LAW is sometimes called the written law in contradistinction to the *unwritten* or common law. It is a law that has been formally written out and introduced into Parliament as a Bill, which being passed, becomes a law of the land under the name of Statute Law.

7. OTHER DIVISIONS OF LAW are: 1. Civil Law. 2. Criminal Law. 3. Mercantile Law. 4. Marine Law. 5. Constitutinal Law. 6. International Law. These divisions are used because of the different objects to which the law applies.

8. UNIFORMITY OF LAWS. The laws in Great Britain, Canada and the United States are very similar owing to the fact that all the States of the Union, except Louisiana, adopted the old common law of England, thus making it the fundamental law of the English speaking people of the world; and it prevails in all cases where it has not been abrogated or modified by Statute Law.

CHAPTER II.

CONTRACTS.

9. DEFINITION OF CONTRACT. "A contract is an agreement between two or more persons upon sufficient consideration to do or not to do some particular thing." Contracts are the basis of all business transactions. A man buys a carriage, it is a contract; he hires a man, leases a farm, borrows money on a note, each one is a contract. A railroad or steamboat company agrees to carry 500 tons of coal, it is a contract. You write a letter asking a person to come and clerk for you at $30 per month, he accepts and comes, it is a contract. So contracts include all business transactions whether great or small.

10. THREE CLASSES OF CONTRACTS. 1 Simple. 2. Under Seal. 3. Of Record. 1. Simple Contracts include promissory notes, drafts, cheques, buying and selling, erecting buildings, hiring, and all the manifold transactions taking place each day in community, except those agreements under seal, as deeds, mortgages and bonds. 2. Contracts Under Seal must of necessity be in writing. They do not require a *consideration* to make them valid. The seal indicates greater deliberation and solemnity in executing such contracts, and a person is presumed to enter into them with a full knowledge of their contents, hence debarred from afterwards pleading "insufficient consideration." 3. Contracts of Record are the entries in the rolls of a Court of its proceedings.

11. ORAL CONTRACTS are those made by spoken words.

12. WRITTEN CONTRACTS may be printed or written, or partly printed and partly written.

13 EXPRESS CONTRACTS are those where the agreement is distinctly stated and the things to be done or not to be done defi-

nitely declared. Example: A farmer purchases a Self-binder for $130.00, to be delivered on or before the 5th day of June and to be paid for on the 5th day of October. Here the terms are all expressed.

14. IMPLIED CONTRACTS are those where the terms are not definitely stated but are presumed to be understood. Example: A customer leaves his order with a grocer to have delivered at his residence five dozen of eggs and $2.00 worth of sugar. Nothing is said about the price of eggs or the number of pounds of sugar sold for a dollar, or anything about payment, but the parties themselves and the law presumes a tacit understanding as to the prices and the time of payment.

15. EXECUTED CONTRACTS are those which are completed at the moment the agreement is made. Example: A person enters a carriage shop, buys a carriage and pays for it; the contract is finished.

16. EXECUTORY CONTRACTS are those which are not completed at the time the agreement is made. Example: A person leaves his order for a carriage to be completed in two months; or he buys it now and agrees to pay for it at a certain date in the future. The contract is not completed until the carriage is finished and the pur chase price paid. The larger part of contracts is of this class.

17. AGREEMENT is a mutual assent. In the definition of a contract it was stated that "A contract was an agreement," etc. An agreement is "something to which two or more persons give their assent." A contract is composed of a proposition and an acceptance of the terms and in the same sense as made.

18. A PROPOSITION. One man offers to sell a horse to another for $100.00. The other party says he will buy the horse but will only give $85.00. This is not assenting to the proposition made but is a new proposition. Any other change made in the terms proposed would have the same effect as if the second party would say to the first that he would accept the offer but could not pay for three months. There is no assent here.

19. AN ACCEPTANCE must be the simple acceptance of tne proposition without any change of terms. In such case the two minds meet, and there is mutual assent, hence an agreement.

20. TIME FOR ASSENT. An oral proposition which does not include any provision as to time ceases when the parties separate. If a time is fixed for acceptance it must be given within that time.

21. PROPOSITION BY MAIL. When a proposition is made by letter the contract is closed when the letter of acceptance is placed in the post office.

22. WITHDRAWAL OF PROPOSITION. A proposition may be withdrawn any time before the acceptance has been given. In case a proposition made by letter is to be withdrawn the letter of witdrawal must be in the post office before the letter of acceptance is placed in the post office, otherwise it is too late. Withdrawal may

be made by telegraph or by telephone, but the latter would not be safe unless there were a witness.

23. IMPLIED ASSENT or acceptance in many cases makes a valid contract. The cases mentioned under implied contracts hold here also. Another example: The wife or children purchasing necessaries at a store the assent of the father is implied and binds him, unless notice to the contrary has been given.

24. ASSENT OBTAINED THROUGH FRAUD is not binding on the party who was defrauded. Such a contract may be rescinded by the innocent party, but he must do so immediately after he discovers the fraud. He must also refuse to exercise ownership over the subect-matter of the contract or accept any profits arising from it.

25. ASSENT OBTAINED THROUGH FORCE is not binding. If assent is obtained through threat of bodily harm, imprisonment, or any similar illegal pressure it is void, because under *duress*.

26. ASSENT THROUGH A MUTUAL MISTAKE does not bind either party, because there was no actual assent given. Example: Counterfeit money innocently passed by one person to another in payment of a debt and received as payment by the other party would be no payment, because of the mutual mistake. It would need to be returned promptly, however, after the discovery. There is but small latitude, however, allowed in law for mistakes.

27. SUFFICIENT CONSIDERATION means the reason or inducement upon which the parties give their assent and agree to be bound. In every binding contract there must of necessity be a legal consideration and what the law denominates a "sufficient consideration." It need not be a monetary consideration, but may be either: (1) a good consideration, or (2) a valuable consideration. One is as valid as the other.

28. A GOOD CONSIDERATION is one based upon natural love and affection. Example: A father may deed to his child a portion of his land and it would be valid. He could not recover afterwards even if he desired to do so. A promise to give a deed sometime in the future would not be binding.

29. NOT ALWAYS SUFFICIENT. A father in financial embarrassment could not through natural love and affection convey to his son a portion of his property to save it from his creditors. A creditor affected by such a conveyance may bring an action to set aside the conveyance, and the property sold to satisfy the claim.

30. VALUABLE CONSIDERATION may be either a benefit to the person making the promise, or a loss to the person to whom the promise is made. It may be something of value given or promised to be given to the person making the promise, or an inconvenience to the person to whom the promise is made. Any of these would constitute a sufficient consideration. (1). A benefit to the promissor—A tailor promises to make a suit of clothes for a person for $20.00, or for one month's labor. (2). Inconvenience to the promisee—A person

might lose a gold watch and tell another person he would give it to him if he could find it. The loss of time and inconvenience experienced in hunting for it would be sufficient consideration to make the promise binding.

31. MUTUAL PROMISES are a valid consideration if made at the same time. At a different hour, even on the same day, they would not be binding.

32. A CONDITIONAL PROMISE is a sufficient consideration for a direct promise, but the conditional promise is not binding unless the consideration is complied with. Example: A horse is purchased for $125.00 on the condition that he proves true in harness; both parties are bound if the condition is met, but if the condition fails the purchaser is free to rescind the contract.

33. GRATUITOUS PROMISES are not binding because there is no equivalent given.

34. CONSIDERATION IN REGARD TO NEGOTIABLE PAPER is presumed. Promissory notes, acceptances and cheques in the hands of an innocent holder for value are valid, even if they were issued without a consideration. With such paper consideration is presumed, and a third party buying them before maturity, without knowing there was no value given, will collect them. The party to whom they were given without value could not collect them; neither could third parties if they purchased them after maturity.

35. CONSIDERATION AS TO CONTRACTS UNDER SEAL Contracts under seal are valid without a consideration.

36. INSUFFICENT CONSIDERATION. An agreement upon no consideration, or insufficient consideration, cannot be legally enforced. For example, A farmer promises his hired men an addition to their wages in consideration of their making extra exertions to get in the mown hay before a threatening storm; or a vessel captain promises his sailors an addition to their fixed wages if they will make extraordinary efforts during a storm. In either case the promise is gratuitous and not enforceable, the employes being bound to so act in their respective services. A promise to pay another's debt, already incurred in like manner, is gratuitous, and cannot be enforced.

37. ILLEGAL CONSIDERATION is where the act to be performed is forbidden by law, as smuggling goods into the country, buying a lottery ticket, publishing or selling immoral literature. In all such cases the party making the promise is not bound to keep it

38. IMPOSSIBLE CONSIDERATION is an agreement to perform something which from its very nature is impossible. Example: A man might agree as the consideration of some contract to walk from Buffalo to Montreal in six hours, but he would not be held by law, as it would be impossible of fulfilment. A man might, however, agree to build a certain house in three days and be utterly unable to accomplish it; still he would be held for damages, because it would be possible to have men and material enough at hand to perform it.

39. MORAL OBLIGATION is binding in honor, but not in law.

40. FAILURE OF CONSIDERATION voids the contract. Example: A person agrees to give $300.00 for a certain interest in a patent to manufacture gas and afterwards the patent is found to be void. The contract cannot be enforced.

41. PARTIAL FAILURE OF CONSIDERATION does not destroy the contract, but the other party may obtain damages for the part that failed.

42. REQUISITES OF A CONTRACT. From what has been given the requisites of a valid contract may be summed up as follows: (1). It must be possible. (2). It must be legal. (3). It must be made by persons who are competent to contract. (4). It must be assented to by each and all the parties (5). It requires a consideration, except for those under seal. (6). It must be without fraud. (7). Some require to be in writing and some under seal.

43. PERSONS COMPETENT TO CONTRACT include all persons over 21 years of age and of sound mind.

44. PERSONS NOT COMPETENT TO CONTRACT are minors, idiots, insane, persons wholly intoxicated.

45. MINORS, called in the law books Infants, are, in Canada, all persons, whether male or female, under 21 years of age. In a few of the States of the United States females are of age at 18 years, but not so in Canada. A minor cannot make a note, even for necessaries; but if he buys necessaries on account, the person from whom he bought them may sue and recover either from him, or his parents, or guardians.

46. MINORS MAY CONTRACT FOR NECESSARIES. Whatever things are necessary for him in his station and condition in life he may contract for if he is not living with his parents or guardians, who are able and willing to support him.

47. NECESSARIES FOR MINORS are usually reckoned board, clothing and medical attendance, unless unnecessary talent is called. A suit of tweed clothing for a son of a mechanic, or any person in a similar station of life, would be regarded as a necessary, but a fur overcoat or a gold watch would not be.

48. PARENTS LIABLE FOR MINORS. While the minor is living at home and supported by his parents or guardians, they are liable for necessaries purchased by the minor, unless notice has been given to the contrary.

49. MINORS NOT AT HOME and supporting themselves, and collecting their own wages, do not bind their parents even for necessaries. A minor purchasing anything held to be a necessary for him in his station in life, and refusing to pay for it, the merchant from whom he purchased the article can sue and recover from him as though he were of age. If, however, the parents should sometimes pay part of the minor's bills for necessaries, they become liable for the

whole of them. Minors not at home, and supporting themselves, may sue and recover for wages earned by themselves, no matter how young they are. They are also liable for any damage done or wrong committed by them; also for any criminal offence.

50. A MINOR'S NOTE, given even for necessaries, cannot be collected. If a merchant should chance to take such a note for necessaries, he could not sue on the note; but he could hold the note until maturity and then sue on the open account and present the note as evidence of the debt. He could not sue until the note matured, as that would be the date of payment.

51. LUXURIES FOR MINORS would be anything beyond what the law classes as necessaries. For any such article bought on account, the merchant cannot compel the minor to pay; if, however, the original goods are in his possession, the merchant has the power to replevy and take them back.

52. A MINOR MAY RATIFY HIS CONTRACT. When a minor comes of age he may ratify his contract made before age and thus make it valid and binding.

53. REPUDIATING HIS CONTRACT. A minor having made a contract, which is yet to be executed, has a reasonable time after reaching his majority in which to declare it void. He may also rescind a contract that has been executed, but in such a case he must restore to the other party the *consideration* if it be within his power to do so. If it be impossible to restore the consideration, as in the case of buying live stock that had died, or other goods that had been destroyed by fire, he may still rescind the contract and recover the full purchase price. Although a minor cannot bind himself in a contract, still he can hold the other party to his agreement who makes a contract with him. The same is true in regard to an idiot or an insane person.

54. IDIOTS. Persons having so little intellect as to be unable to perform the ordinary affairs of life cannot bind themselves in a contract.

55. LUNATICS. Persons who have lost their reason are manifestly incompetent to contract. But unless the insanity is of such a nature as to be patent to everybody, it must be established by legal proceedings to be relieved from a contract he may have entered into. To be adjudged insane it is necessary to be so adjudged by a Committee of Lunacy. A person who makes a contract with a lunatic is bound by it as though he were dealing with a person competent to contract. No person but the lunatic or his legal representatives can void a contract that he has made. Contracts for necessaries for him the law holds binding.

56. LUCID INTERVALS. In some cases of insanity, persons have intervals during which they are perfectly sane. These are called lucid intervals, and contracts made during such periods are binding

57. DRUNKEN PERSONS. A person merely strongly under the influence of liquor is not legally, although he may be morally, incompetent to contract. To be relieved from liability on a contract he may have entered into, he must be wholly intoxicated, so as to be unable to use his reason. Drunkenness will not relieve from criminal prosecution.

58. INDIANS. Our Indians are wards of the Crown, and thus protected from fraud and deception by being placed in a similar position to minors and rendered incapable of binding themselves in a contract. A person who makes a contract with them is bound, but the Indian is not bound.

59. ALIEN ENEMIES. According to International law all commerce between two nations at war is suppressed and contracts rendered illegal and void.

ILLEGAL CONTRACTS.

60. AN AGREEMENT to do anything unlawful is void, and no court will attempt to enforce it. There are three general classes of illegal contracts—illegal because the thing to be be done, or not to be done, is illegal.

61. THOSE AGAINST PUBLIC POLICY. The policy of a community is to advance the public good, hence, whatever contracts are opposed to the general good are said to injuriously affect public policy, and are, therefore, void. Among such may be mentioned:

62. CONTRACTS IN RESTRAINT OF TRADE; as where a merchant would sell out his business and agree not to engage in business again of any kind, it would be void, becaues lawful trade is considered for the public good. He could, however, bind himself not to engage in business again in a particular locality, or in a certain line of business, as it would only be a partial restraint of trade. Partial restraint, however, if the nature of the case makes it questionable, can only be determined by the court after reviewing all the circumstances in that particular case. All combines, as among manufacturers by which prices are forced up, are illegal. Organized strikes, by which the actions of others are to be coerced, are illegal.

63. IN RESTRAINT OF MARRIAGE. Marriage is held to be in the public good, hence any contract which wholly restrains marriage is void. The condition in a bequest in a will to a child that he or she does not marry is void, but, nevertheless, the bequest is good. A partial restraint of marriage, where it is reasonable, may be valid, as where a bequest is left to a child on the condition that marriage should not be effected until the age of twenty-one, or say twenty-five years, it would be valid because it would merely fix a date when there would be less danger of contracting an ill-advised marriage. But if the time fixed would be, say fifty years of age, it would be void because that would be unreasonable.

64. A HUSBAND'S BEQUEST TO HIS WIFE on the condition

that she does not marry again is legal, because she has once been married, hence not in restraint of marriage.

65. A MARRIAGE BROKER. A contract to pay an agent for contracting a desirable marriage is void; and even the money paid upon such a contract may be recovered.

66. CONTRACTS TO OBSTRUCT THE COURSE OF JUSTICE are void. An agreement of a public official to do something contrary to his duty cannot be enforced, and money promised him to use extra exertions in the discharge of his duty in a particular course cannot be recovered.

67. IMMORAL CONTRACTS are void. A contract to lead an immoral life is void. But after an immoral course has been begun and an obligation has been given as compensation for damages, the obligation can be enforced. Contracts to publish, sell or forward obscene literature are void. Contracts made on Sunday are void, because that day has been set apart as a day of rest and business pursuits prohibited. All bets, wagers, gambling lotteries, raffles, buying on margin and promises to pay for votes are void. Contracts to defraud the Government by smuggling, or to give an incorrect invoice, are void, and all money promised for such service cannot be collected.

68. FRAUDULENT CONTRACTS are voidable. Examples of fraud: A statement of facts that the party making the statement knows to be false. A concealment of facts that are known to one and not readily discernible by the other, and yet such as should be revealed, are samples of fraudulent contracts. The party who has been defrauded may void the contract if he wishes, or he may affirm it and compel the other party to perform it. If he wishes to void it two things are necessary: (1). He must not accept any benefit derived from it, or continue to act under it after he has discovered the fraud. (2). He must give prompt notice of the fraud after he has discovered it. If both parties practice fraud neither one can enforce the contract against the other. A promissory note obtained through fraud cannot be collected by the party who obtained it, but upon coming into the hands of a third party, before maturity, for value, and who did not know of the fraud, would be valid and good against the maker.

69. AN INSOLVENT'S MISREPRESENTATION. An insolvent person representing himself as solvent in order to obtain goods on credit, is guilty of a fraudulent act. The seller discovering it, may cancel the contract, or recover the goods if they have been shipped. An insolvent person need not disclose that fact to a creditor from whom he is purchasing goods unless he is questioned as to his financial standing.

70. UNDERBIDDERS at auction sales, employed secretly to run up prices higher than the real value of the articles, are fraudulent towards third parties. A purchaser whose bid has been forced up by such fictitious bidding immediately preceding his last bid, may void his purchase. If underbidders are employed, and that fact pub-

licly announced before the sale, it is not fraudulent. The owner may also fix a price below which the goods will not be sold, or he may reserve one bid for himself.

71. ASSIGNMENT OF AN INSOLVENT to save the property from his creditors may be set aside by an action brought for that purpose. It is valid as between the parties themselves, but not as to creditors.

72. SELLING PERSONAL PROPERTY, which is still retained in possession, is binding as between the parties themselves, but is not binding against creditors or subsequent purchasers, unless a Bill of Sale is recorded.

73. INNOCENT PURCHASERS FOR VALUE. A person obtaining goods, or a promissory note, or any other property through fraud, and transferring them to an innocent third party for value, gives them a valid title.

74. STATUTE OF FRAUDS AND PERJURIES. This famous Statute was passed in the twenty-ninth year of the reign of Charles II. of England, and still exists there, in this country and in the United States, with but slight change. It was designed to prevent the frequent commission of frauds and perjuries in regard to the enforcing of old claims, and various kinds of promises to answer for the debts of others, and providing that certain contracts had to be in writing to be binding. The following are the requirements of the Statute which come within the scope of this work as they have been varied by our Statutes: (1). That leases of land for more than three years must be in writing. (2). Contracts for the sale of lands, or for any interest in lands, must be in writing and under seal. (3). Every agreement that by its terms is not to be performed within one year, must be in writing. (4). Every special promise to answer for the debt, default or miscarriage of another, must be in writing. (5). Every agreement, promise or undertaking made upon considerations of marriage, except mutual promises to marry, must be in writing. (6). Contracts made for the sale of personal property, of $40.00 and upwards, must be in writing, unless part or all of the goods have been delivered, or a part of the purchase price paid. Each of these divisions will be treated under appropriate chapters.

INTERPRETATION OF CONTRACTS.

75. Although it is supposed that parties entering into a contract fully understand its terms, and will use language in expressing them that will explicitly give their meaning, yet it often happens that such is not the case; hence certain rules have been adopted to interpret them when ambiguity occurs. The following are those of chief importance:

1. THE INTENTION of the parties at the time the contract was made is considered, rather than the literal meaning of the words.

2. CUSTOM AND USAGE of that particular business and place will be regarded where the wording of the contract is doubtful.

3. THE TECHNICAL WORDS and phrases used will be given the meaning in which they are employed in that particular business.

4. VARIATIONS BETWEEN WRITING AND PRINTING. When one part of a contract is written and another printed, if they disagree the written portion will be accepted.

5. LIBERAL CONSTRUCTION. Where the wording of a contract is ambiguous, it is a rule of the courts to construe it liberally, so as to give effect to the common sense of the agreement, even sometimes rejecting objectionable clauses and supplying omissions. But where the Statutes fix a definite meaning, they will invariably be construed in that sense.

6. CONSTRUCTION AS TO TIME. When no time is mentioned in the contract for its execution, the presumption is that it must be done at once, or in a reasonable time, and the courts will so construe it, according to the nature of the work to be done

7. CONSTRUCTION AS TO PLACE. The law of the place where the contract is made governs its validity, and if it is to be performed there also, it will govern its interpretation. If it is to be performed in another Province or country, it must be in accordance with the laws of that Province or country, otherwise it is void.

76. PLACE OF SUIT. In case of trial for breach of contract the place of contract determines where the suit should be held. Contracts made by letter have for their place where the letter of acceptance was signed, hence there the suit should be. The place of contract in regard to real estate is where the real estate is situated.

CHAPTER III.

PAYMENTS.

77. PAYMENT IN MONEY. Unless otherwise stated every debt is payable in money. If in gold, it must be in gold; if at a certain place, it must be there; if to be sent by letter or by express, it must be that way. If the directions are complied with and the other party fails to receive the money, the debt is paid.

78. IN PROPERTY. When the agreement is such, any debt or contract may be paid in goods, or other property, or in service. If such articles are not tendered at the time and place agreed upon, the debt becomes payable in money. Counterfeit money, a forged note or cheque given and received in good faith, does not discharge a debt.

79. IN NOTES. A promissory note or acceptance being merely a promise to pay is not an absolute payment, and if they are not paid at maturity the debt stands the same as before.

80. TO WHOM Payment should always be made to the per-

son mentioned in the contract, unless it be a negotiable instrument then to the holder. If nothing is said, then it must be to the creditor, himself, or to his legal representative, such as an agent or attorney. Care must be exercised when making payment to his representative that said party is authorized to receive the money.

81. PRESUMPTION OF PAYMENT. A note, acceptance, due bill or receipt in the hands of a debtor is presumptive evidence that the debt is paid, and will so hold unless there is other positive evidence to the contrary.

82. APPLICATION OF PAYMENT. Where a debtor owes more than one debt to the same creditor, and they are all due, the debtor has the right to say on which debt the payment shall be applied. If the debtor does not say on which debt it should be placed, then the creditor may apply it as he may desire. Where neither the debtor nor creditor makes the application, but credit is merely given for the receipt of so much money, in case the business matters were settled in court the court would apply the payment on the debt that is considered the most burdensome to the debtor. If the debts were a book account, an endorsed note, a chattel mortgage and a judgment, the court would apply it on the judgment: If the debt were a book account only, the court would apply the payment on the earliest items.

83. COMPROMISE. A large debt may be paid by a very much smaller one where there is an agreement to that effect. A disputed claim may be paid by any sum where there is an agreement to accept such sum in satisfaction for the claim. The agreement should be in writing, or have a witness.

84. ARBITRATION AND AWARD. In case of any dispute where parties agree to leave the settlement to arbitration, they are obliged to accept the award as final, providing the arbitrators keep within the limits prescribed for them.

85. TENDER OF PAYMENT. A legal tender is the attempted performance of a contract, whether it is to do something or to pay something. If payable in goods, then goods of that kind and quality must be offered at the exact place and on the time called for in the contract. If payable in money, it must be in the lawful money of the country, if that is demanded. A creditor cannot be forced to accept a cheque as payment. If payment is not accepted when a legal tender is offered, interest stops at that date, and no law costs or other expenses can be required of the person making the tender,

86. BREACH OF CONTRACT is a failure to do what was required, or the doing of what was forbidden.

87. REMEDIES are the means which the law provides for the enforcement of the rights created by the contract. Remedies are divided into two classes—civil and criminal. The criminal are for the punishment of crime and the protection of society; the civil belong to the individual and enable him to enforce his personal

rights and obtain compensation for his private wrongs. His remedy is by suit for damages. There are different classes of damages: (1). Compensation for the actual loss sustained. (2). Nominal, where the refusal to perform the contract is not regarded as intentional, but merely through inability to do so. (3). Liquidated, where the amount is previously agreed upon in case damages should be awarded. (4). Speculative, where the profits that would have resulted from the performance of the contract can be estimated, they may be recovered. (5). Exemplary, where for a malicious violation of a contract a sum in excess of the actual loss is awarded as a punishment.

88. INJUNCTION. Where a person is doing something he contracted not to do, or is infringing upon the rights of another, an order may be obtained from the court restraining him from further action until the case has been legally adjudged.

89. EXECUTION. If a judgment is not paid an execution may be obtained to seize and sell the debtor's property to the amount of the judgment and costs.

90. EXEMPTIONS. The following chattels are exempt from seizure under any writ, or from distress by landlord:

1 The bed, bedding and bedsteads, including a cradle, in ordinary use by the debtor and his family.

2. The necessary and ordinary wearing apparel of the debtor and his family.

3. One cooking stove with pipes and furnishings, one other heating stove with pipes, one crane and its appendages, one pair of andirons, one set of cooking utensils, one pair of tongs, one shovel, one coal scuttle, one lamp, one table, six chairs, one washstand with furnishings, six towels; one looking glass, one hair brush, one comb, one bureau, one clothes press, one clock, one carpet, one cupboard, one broom, twelve knives, twelve forks, twelve plates, twelve tea cups, twelve saucers, one sugar basin, one milk jug, one tea pot, twelve spoons, two pails, one wash tub, one scrubbing brush, one blacking brush, one wash board, three smoothing irons, all spinning wheels and weaving looms in domestic use, one sewing machine and attachments in domestic use, thirty volumes of books, one axe, one saw, one gun, six traps, and such fishing nets as are in common use. The articles in this sub-division enumerated not exceeding in value the sum of $150.00.

4. All necessary fuel, meat, fish, flour and vegetables actually provided for family use, not more than sufficient for the ordinary consumption of the debtor and his family for thirty days, and not exceeding in value the sum of $40.00.

5. One cow, six sheep, four hogs and twelve hens, in all not exceeding in value $75.00, and food therefor for thirty days, and one dog.

6. Tools and implements of or chattels ordinarily used in the debtor's occupation to the value of $100.00.

7. Bees reared and kept in hives, to the extent of fifteen hives.

The debtor may, in lieu of keeping the tools and implements mentioned in Section 6, elect to receive the proceeds of their sale in cash, up to $100.00, in which case the officer executing the writ would pay over to the debtor $100.00, if those goods sold for that much net, and this amount the creditor could not seize.

All the chattels so exempt from seizure as against a debtor, after his death, or in case he should abscond, the widow, or family should there be no widow, are entitled to the exempt goods, and such exempt goods shall not be liable to seizure under any attachment against the debtor.

The debtor, his widow or family, or in the case of infants their guardians, may select out of any larger number the several chattels exempt from seizure. It is not left to the officer in charge to make the selection.

None of the articles enumerated in sub-divisions 3, 4, 5, 6 and 7 are exempt from seizure in satisfaction of a debt contracted for that identical article.

The exemptions, as enumerated, are not good against execution for debts which were contracted before October 1, 1887, if the execution has indorsed upon a certificate, signed by the judge of the court out of which the writ was issued, that it is for the recovery of a debt contracted before the date here mentioned, viz., October 1, 1887. For any debt contracted since that date, this Act applies, and the exemptions may be claimed.

91. JUDGMENT SUMMONS. In case there cannot be property found with which to satisfy the judgment claim, the creditor may have the debtor summoned before the court to be examined on oath as to the disposition he may have made of his property. Every such summons should be obeyed, for the person not making his appearance, at such time as directed in his summons, before the court to be examined on oath as to the disposition he may have made of his property, may be imprisoned for contempt of court. No person in Canada can be imprisoned for debt except the debtor is about to leave the country and the debt he is owing is $100.00 or over.

After such hearing before the Judge, the latter may order a weekly or monthly payment, and if this sum is not paid the debtor may also be imprisoned for contempt of court. If circumstances should arise afterwards by which this amount cannot be paid, the debtor should go to a lawyer and have a statement prepared to bring the matter before the Judge to have his first order set aside or changed.

No other judgment will be enforced against a debtor while he is paying off in this way one judgment.

92. DEFENCES. In any suit the defendant has the right to set up some one or more of several pleas to the claims made against him.

1. He may claim that he has performed his part of contract.

2. That he has offered to perform it, but that the other party refused to accept it.

3. A counter claim as an offset to part or to the whole claim of the other.

4. That the claim has become outlawed.

5. That performance was impossible. (1.) Through the acts of God, as lightning, tornados, inundations or death. (2.) By public enemies, as an invading army.

93. DRAWING OF CONTRACTS. It is true economy to have all important contracts drawn by a careful lawyer, but there are many minor matters that should be submitted to writing that may be done by any intelligent layman. In drawing up a contract it would be well to observe the following:

State accurately the names in full, residences and occupations of the parties to the contract, and the different promises each one is to perform.

The instrument should be signed in the presence of a disinterested witness. If the instrument has already been signed it will be sufficient for the person to *acknowledge* his signature in the presence of the witness.

A seal should be placed on all important contracts. Even a church subscription, or a promissory note drawn to run several years, is better to have a seal attached. It makes them good for twenty years.

CHAPER IV.

STATUTE OF LIMITATIONS.

94. The time within which the various kinds of debts must be paid is fixed by Statute, and if not paid within that time they are said to be outlawed. The debt is not cancelled, but the creditor loses his right to sue and recover payment.

95. PROMISSORY NOTES AND ACCEPTANCES outlaw in six years after maturity or last payment made on either interest or principal. The date of maturity is the last day of the three days of grace, hence the time commences to count the day after the third day of grace.

Any payment, or a written acknowledgment of the debt, will keep the paper alive six years from that date as against the party making the payment or the acknowledgment.

96. BOOK ACCOUNTS outlaw in six years from date of purchase or last payment.

Accounts are, with regard to outlawing, "itemized," that is, each item or purchase is treated as a separate account, and all moneys paid on it are, unless otherwise specified, applied to the oldest items. This particular feature of accounts should be remembered.

A debtor has the right, when making a payment, to say on what particular account it shall be applied. In case he neglects to do this, the creditor has the privilege of applying it to any part he likes. In case neither one applies it to any particular debt, it is by law, in case of personal accounts, applied to the oldest items.

The various purchases on different dates being put into one bill and rendered to the debtor does not merge them into one debt so as to change the time for outlawing of any particular purchase, but they all remain entirely separate and six years from the date of purchase of each item it is outlawed, unless there has been a part payment or a written acknowledgment. The payment of part of such an account does not keep the whole alive.

The items of an account may, however, be merged into a single debt by what is called an "Account Stated." To form an "account stated," an agreement must be come to between the debtor and creditor by which the whole account is acknowledged. Where this has not been done, if the merchant wants a part payment to keep all the items of the account alive, he must apply part on every individual purchase, even if it is not more than 25 cents on each.

A definite formal settlement in writing between the parties, even though no money is paid, will serve to extend the time six years. It always pays to keep an account alive, even though there is not much hope of receiving payment.

97. MORTGAGE ON REAL ESTATE will outlaw in ten years from maturity or last payment

98. CHATTEL MORTGAGES are good for twenty years as between the debtor and creditor, and will hold the property that long. As to other creditors, however, it will only hold the property as security for one year, unless renewed, which must be done yearly.

In promissory notes, acceptances, book accounts and mortgages that have become outlawed, a part payment or a written acknowledgment will revive them and keep them alive for six years again, and in case of the mortgage ten years.

Money also paid by the debtor to the creditor, without any instructions as to what debt it should apply to, may be applied by the creditor to any such debt that has been debarred by Statute, and thus revive it.

CHAPTER V.

NEGOTIABLE PAPER.

99. Negotiable paper includes those instruments in use in a community which pass freely from one person to another by simple delivery or by indorsement. The word which gives them this negotiability is *bearer* or *order*. Those which are transferrable by simple delivery are written payable to a certain person, firm or corporation, or *bearer*, and those which are transferrable by indorsement are written payable to a certain person, firm or corporation, or *order*, and require to have the payee's name written across the back to be transferred.

The instruments classed under "Negotiable Paper" are promissory notes, acceptances and cheques, but besides these there are also the following, which are negotiable by endorsement: Certificate of Deposit, Letters of Credit, Warehouse Receipts, Bills of Lading and Coupon Bonds.

100. PROMISSORY NOTES. "A promissory note is an unconditional written promise to pay a certain sum of money at a specified time or on the happening of a certain event. Notice carefully the three points in this definition.

1. There must be no *condition* expressed. If there be a condition expressed its character as a promissory note is destroyed and it becomes nothing but a written agreement, binding on both parties but not negotiable.

2. It must be payable in money. If it is made payable in anything except money its negotiability is destroyed and it is called a chattel note. (See form).

3. It must be made payable at some specified time or on the happening of a certain event. If made payable so many days or months after the death of a certain person, or the arriving at age of a certain person, it would be as valid as if made payable after *date*, as they are usually drawn.

At the inception of a contract by promissory note the parties to the note are maker and payee. After its transfer other parties become interested, and the holder takes the place of the payee.

101. DAYS OF GRACE. In Canada three days of grace are allowed on all notes and acceptances, except those drawn payable *on demand*, which have no days of grace allowed.

102. MATURITY. A note or acceptance is legally due on the third day of grace, and may be paid at any time during the business hours of that day. If payable at a bank, it must be paid during banking hours.

When the time is expressed in days, the actual number of days must be counted. In computing the time, the day upon which the note is dated is not included, but commences on the following day. If the time is expressed in months. it means calendar months, and not merely thirty days. For instance, a note dated April 10th, at three months, falls due July 10th, and the three days of grace added makes July 13th as its legal date of maturity.

103. MATURING ON SUNDAY. A note or acceptance falling due on Sunday, or any legal holiday, is payable on the following day, unless that again were a holiday, in which case it would be the day after that. In New York, and some other States of the Union, a note or acceptance falling due on Sunday or a legal holiday, is payable the day before, but in Canada it is the day after,

104. PLACE OF PAYMENT. It is not necessary to the validity of a note to mention in it any place of payment; but it is desirable, for various reasons, that it should be done. The maker would then know where to find it at maturity.

If there is an endorser on the note, then it is better for the holder if it is made payable at a certain place, as he would have less difficulty in making the legal presentment required in order to hold the endorser.

When making a part payment on a note the payer should see that the amount is endorsed on the note; otherwise he may have to pay it a second time should the note fall into other hands.

105. INK OR PENCIL. A note or acceptance drawn with lead pencil would be valid; so would an endorsement in pencil be binding; but no person of ordinary prudence would use a pencil, as it can be too easily erased and changes made.

106. VALUE RECEIVED. These words are usually inserted in a promissory note, but they are not necessary to its validity.

107. CANCELLING SIGNATURE. When a note is paid the name should never be torn off, as is usually done, but simply draw one or two lines through the signature and file the note away as a voucher. There is the same necessity for preserving a redeemed note as there is a receipt.

108. SURETY is the person who agrees to pay in case the maker fails to do so. If he puts his name on the back of the note he is an endorser only, and the holder of the note must meet the requirements of the law in regard to presenting the note for payment. If he writes his name on the face, with that of the maker, he becomes one of the makers, and is, therefore, holden for payment, whether the holder presents the note for payment or not.

109. A MINOR'S NOTE cannot be collected, either from him or his parents or guardians.

110. NOTE OBTAINED THROUGH FRAUD is void in the hands of the original holder, but if he transfers it to another person before maturity, who gives value for it and does not know of the

fraud, then this third party will collect it. No difference what the fraud may have been, or deception, or even if it had been stolen, this innocent holder, for value, has a good title and will collect it.

If, however, it is transferred after maturity, then the purchaser does not, in that case, obtain any better title than the original owner possessed.

111. A FORGED NOTE is void, and cannot be collected under any circumstances.

VARIOUS FORMS OF NOTES

112. INDIVIDUAL NOTE is written: "*I* promise to pay," and signed by one person.

113 JOINT NOTE is written: "*We* promise to pay," and signed by two or more persons, who are not partners. See following form:

$100.00.

ST. CATHARINES, April 4th, 1892.

Three months after date we promise to pay James Smith or order One Hundred Dollars, at the Imperial Bank here, for value received.

JOHN WINTERS.
J. H. WHITE.

In the above note both parties are supposed to have received value and agree to pay it jointly. Each one, in this case, is only liable for one-half the amount. If it should become necessary to sue in order to collect it, the parties must be sued jointly. If one of the parties left the country, and his address could not be ascertained so as to serve him, he may be served *substitutionally*. The one-half can then be collected from the other party.

If, however, one of these two parties, instead of having an equal interest in the consideration for which the note was given, had no interest at all, but merely signed the note as a surety, and he should leave the country before maturity, or it was found that he was insolsolvent, so that nothing could be collected from him, in that case the whole amount would be recoverable from the other party who received the value.

114. PARTNERSHIP NOTE is also usually written "*we*" promise to pay, but in that case it is not a joint note, although it has that form, but is a joint and several note. Although three or four may sign, they are all individually liable for payment of the whole note on account of the partnership laws, by which each one is liable for the whole debts of the firm.

115. JOINT AND SEVERAL NOTE is one signed by two or more persons, who thus promise to pay either jointly or individually, if necessary There are several forms for the wording in general use, as: "We, or either of us," promise; or "We, jointly and severally,"

promise; or simply "I" promise to pay; and let as many sign it as are interested, it being an "I promise" for each one. The latter form is preferable, because shorter.

$100.00.

ST. CATHARINES, April 4th, 1892.

Three months after date we or either of us promise to pay James Smith or order One Hundred Dollars, at the Bank of Toronto here, for value received.

JOHN WINTERS.
J. H. WHITE.

In the above note each one is liable for the whole amount, and if the holder found it necessary to sue in order to recover payment, he could sue both or either one, just as he thought best. If he sued one and collected the whole amount from him, then that one could sue and collect from the other party, that is if the one first sued were only a surety.

Both of the preceding notes are negotiable by endorsement only as they are made payable to James Smith or *order*; hence if he wished to dispose of them he would be compelled to write his name across the back, that is *endorse* them.

If they were written payable to James Smith or *bearer*, then he could dispose of them simply by delivery or passing them over to the purchaser. It is far better to use *order* instead of *bearer*, because in that case a note lost or stolen before it had been transferred could not be disposed of.

116. NON-NEGOTIABLE NOTES are those made payable to a certain person, firm or corporation without inserting either of the words *bearer* or *order*.

$100.00.

ST. CATHARINES, April 4th, 1892.

Three months after date I promise to pay James Smith One Hundred Dollars, at the Bank of Toronto here, for value received.

JOHN WINTERS.

It is the intention of the parties to this note that it should not be transferred, and it cannot be simply by delivery or endorsement. It may be assigned like a due bill or bank account.

The party who may purchase such a note takes it subject to all the defects and equities that may burden it. Sometimes they are written to pay a certain person, firm or corporation *only*. But as the law now provides, even those written in this way may be transferred by endorsement of special wording.

$100.00.

ST. CATHARINES, April 4th, 1892.

On or before the Fourth Day of July, 1892, *I promise to pay to James Smith or order One Hundred Dollars for value received.*

W. WINTER.

The above form, which names the date of maturity, is becoming a popular one, and is to be commended.

117. NOTE SIGNED BY ONE WHO CANNOT WRITE:

$100.00. ST. CATHARINES, April 4, 1892.

Three months after date I promise to pay to the order of James Smith, at the Bank of Toronto here, One Hundred Dollars, with interest at eight per cent. per annum, for value received.

Witness: CHARLES SUMMERS. W. His X Mark. WINTERS.

The party signing a note in this way may take hold of the pen while his name is being written or he may not; he may make his own cross or he may not, just as he wishes. There must, however, be a witness to the signature. The party assisting to make the note may sign as the witness if no other person would be convenient.

118. PATENT RIGHT NOTES AND ACCEPTANCES. Any note or acceptance given for a patent right, or for any interest in a patent right, is void unless it has written or printed across the face of it the words, "Given for patent right." Any person who intentionally transfers a note he knows was given for a patent right, and is not thus marked, is liable to a fine not exceeding $200.00 or one year's imprisonment. The purchaser of a patent right note receives no better title than the original owner possessed.

119. ACCOMMODATION NOTE is one given where there has been no value received. They do not differ in form from any other, and appear to be innocent enough, but a familiar quotation tells the whole story, "Whosoever is deceived thereby is not wise."

The party receiving the accommodation usually makes his note payable to the person who is to lend his name, who endorses it, thus making himself liable for its payment in case the maker fails to redeem it when it falls due.

120. CHATTEL NOTE is one payable in merchandise of some kind instead of money. They are not negotiable, even if the words *bearer* or *order* should be inserted, but they may be transferred by assignment the same as a due bill or book account. Following are two forms:

ST. CATHARINES, April 4th, 1892.

Five months after date I promise to pay James Smith, at his store, One Hundred Barrels of good Baldwin Apples at market prices. J. W. WINTERS.

$85.00. ST. CATHARINES, April 4th, 1892.

Five months after date I promise to pay James Smith, at his store, One Hundred Bushels of good merchantable Barley, at 85 cents per bushel. JAMES WINTERS.

If the party giving such a note does not tender the articles at the time and place mentioned in the note, the amount becomes payable in money. If the articles are cumbersome and he offers to deliver them, it will be sufficient. If the payee refuses to receive them the debt is discharged by the tender of the articles, according to the directions in the note, but the property in the articles tendered passes to the payee.

If the debtor should be compelled to take the goods home again, he becomes the bailee for the payee, and must give them ordinary care, but at the risk and expense of the payee. If at any time afterwards the creditor requests their delivery, they must be delivered up if the expenses that may have been incurred have been paid.

Such notes are not negotiable, still they are a binding contract and a very desirable form in which to place all such transactions, which are a frequent occurrence among farmers and fruit growers.

121. LIEN NOTE is an ordinary promissory note, with a clause added which prevents the ownership of the article sold from passing to the purchaser until the note has been paid in full.

Lien agreements, and sometimes accompanied by a lien note, are in common use among sewing machine, organ and piano, and agricultural implement agents, but these are generally lengthy documents, with various conditions attached, for the safety of their property so widely scattered among strangers.

The following form is equally as safe for the sale of a horse or wagon in a community where the parties are known:

$100.00.

ST. CATHARINES, April 4th, 1892.

Six months after date I promise to pay James Smith or order One Hundred Dollars, for value received. The right and title to the possession of the property in the bay horse, for which this note is given, to remain in the said James Smith until this note is paid.

J. WINTER.

Such a note may be taken for an article that is being sold, but not for any debt that has already been contracted. The purchaser takes the article and has the full use of it, but he does not acquire its ownership until the full amount of the note, or any renewal of it, is paid. It is negotiable the same as though this clause were not added; indeed, it is better than an ordinary note, because it has this much security. Such a note taken for an article sold will hold it against all other creditors, except for rent and taxes, and it can be re-taken if sold or mortgaged to other parties.

Goods taken by the seller may be redeemed by the purchaser within twenty days from the time when possession was re-taken by paying arrears, interest and costs. Goods of the value of $30.00, or upwards, re-taken, five days' notice must be given the purchaser before they are sold.

In regard to organs, pianos, sewing machines, agricultural implements, etc., the name and address of the seller must be painted or otherwise marked on the article, and a copy of the lien filed at the County Court Clerk's office. The fee is 10 cents. A copy of the lien also be left with the purchaser.

For ordinary household furniture, live stock, buggies, wagons, etc., the note is sufficient without the registration or the name being attached.

With such a note a horse or wagon could be sold to a man who is believed to be honest, but who is financially embarrassed, because other creditors cannot touch it.

122. INTEREST. The legal rate of interest in Canada is six per cent., but we have no usury law. A note drawn where nothing is said about interest will not draw interest until maturity, but if not paid at maturity it will then commence to draw six per cent. A note drawing a higher rate than six per cent., if not paid at maturity will drop to six, and a note drawing a lower rate than six, if not paid at maturity will rise to six per cent.

Any rate of interest that a man agrees to pay, and is written in the note, will be collected.

If the rate is over or under six per cent., and it is desired that it should remain at that rate after maturity also, a clause must be added like the following: "With interest at (the rate desired) until maturity, and thereafter at same rate, until paid.

Compound interest cannot be collected unless it is agreed in the contract to be paid."

Book accounts differ from notes. A book account overdue will not draw interest unless the merchant has it printed on his invoices and bills he gives with the goods that interest will be charged after a certain date. Then it can only be six per cent., unless the debtor is willing to pay more. Simply having eight or ten per cent., as the case might be, printed on the invoices does not make the charge legal, and the debtor may refuse to pay anything over six.

ACCEPTANCES.

123. ACCEPTANCE is the name given to a draft after it has been accepted. A draft is an unconditional written order from one person, called the drawer, to pay a certain specified sum of money, at a specified time, to a third party, called the payee. Drafts are also called Bills of Exchange. Bills of Exchange are divided into two classes, viz., Inland or Domestic, and Foreign.

There are three days of grace allowed on all except those drawn "on demand."

The foreign are usually sent in sets of three, called a set of exchange, and each sent by a different route, or on a different date, so as to guard against delays in case of accident, one of the three being almost certain to reach its destination.

$100.00.

ST. CATHARINES, April 4th, 1892.

Three months after sight pay to the order of James Henderson, at the Imperial Bank here, One Hundred Dollars, value received, and charge to account of

JAMES SMITH.

W. WINTERS, Hamilton.

When the above draft would be presented, say April 6th, to W. Winters for acceptance, he would write across the face pretty well towards the upper end, which is the left hand side, the words "Accepted April 6, 1892. Payable at my office. W. Winters." He could make it payable at the Imperial Bank or any other bank if he wished This draft, being accepted April 6th, would fall due three months after that, including the three days of grace, thus making it mature July 9th.

$100.00.

ST. CATHARINES, April 4th, 1892.

Ninety days after date pay to the order of myself, at the Bank of Toronto here, One Hundred Dollars, for value received, and charge to account of

JAMES SMITH

To W. WINTERS, Hamilton.

In accepting the above draft, which is payable after "date," W. Winters need not write the date of acceptance, as the time when it will mature is fixed in the draft, being made payable ninety days after its date. In the first form it was necessary to insert the date of acceptance, as it is payable three months after "sight," that is after it was presented for acceptance.

This draft W. Winters made payable at the Bank of Montreal:

$100.00.

ST. CATHARINES, April 4th, 1892.

At sight pay to the order of James Smith One Hundred Dollars, for value received, and charge to the account of

JAMES SMITH.

To W. WINTERS, Hamilton.

The above draft is supposed to be paid when presented, but if Mr. Winters would need a little time he may accept it in the usual way and take the three days of grace.

It will be noticed that we have varied the expression of the payee in each of the drafts given. The first was made payable to a third party, the second to "myself," and on the third the name was used. In the latter two cases the drawer and payee are the same person.

It will be noticed also that in the first draft the drawer made it payable at the Imperial Bank, but the acceptor changed that and made

payable at his own office. This is the acceptor's privilege to make it payable at any bank, or other place that suits his own convenience

$100.00.

ST. CATHARINES, April 4, 1892.

On demand pay to the order of Brown Bros. One Hundred Dollars, value received, and charge to account of

JAMES SMITH.

To W. WINTERS.

The above form of draft has no days of grace allowed, but is payable when demanded.

If it is not paid when presented, the holder has the privilege of giving time. In that case it would be accepted as other drafts, placing the date of acceptance upon it. It would not commence to draw interest until it was presented, but would commence at that date to draw six per cent.

It would also commence to outlaw from the date of its presentment. An endorser on a demand note or draft is held for six years from the time the demand was made.

A draft may be accepted for a part of the amount by writing "Accepted for (naming the amount)." When a partial acceptance is made the drawer must be notified; also the endorsers, if there are any. The holder may refuse such an acceptance, and if he does he must protest the bill.

124. A CONDITIONAL ACCEPTANCE is one in which the acceptor makes the payment conditional upon something contained in it, as: "Accepted, payable out of the funds of Amity Lodge, No. 32, A. F. & A. M. W. WINTERS, Treasurer."

In such a case W. Winters would not make himself personally liable.

An acceptor may also change the time, as, for instance, from 60 to 90 days, but in all such cases where the original conditions of the draft are changed, the drawer and all endorsers are relieved, unless they are notified. If, after receiving such notice, they do not, within a reasonable time, express their dissent, they are held to have given their assent to the change, and thus remain bound. The change of place for payment does not affect the draft, but the change of amount or time does.

A note or draft may be dated either forward or backward, or on a Sunday, and it is valid. A note or draft or any other contract made on Sunday is void. A note or draft outlaws six years from maturity or last payment. A part payment, or a written acknowledgment, will keep a note or draft alive for six years from that date, or revive it if it had become outlawed.

If, through oversight, no date were placed on a note or draft, the holder would have the right to insert the proper date according to the intention of the parties at the time the instrument was made.

Any interlineations made in a note or draft by the holder, after it has been signed, will relieve both the maker and endorsers.

CHEQUES.

125. A CHEQUE is a demand draft on a bank. They have no days of grace allowed.

No..... St. Catharines, April 4th, 1892.

BANK OF TORONTO.

PAY TO THE ORDER OF

.....James Smith.....$100.00.....

.....One Hundred..... .....Dollars.

100

W. Winters.

Formerly cheques were made payable to *bearer*, but the above is the standard form now used throughout the United States and Canada.

A cheque may be made to answer for a receipt by inserting immediately after the closing word what it was given for, as "in full of account," or "for rent," or "for tuition fees at college," etc.

A certified cheque is one marked "good" by the ledger keeper of the bank. Then it may be sent anywhere in the country and will be cashed by other banks.

Cheques are negotiable, the same as notes, and are subject to the same laws.

If a bank pays a forged cheque, the bank is the loser.

Cheques returned to the depositor by the bank should be filed away, the same as receipts.

A cheque received should be presented for payment not later than the following day. If it should be kept an unreasonable time, and the bank fails, it would be the loss of the holder.

A cheque is not legal tender, and a person cannot be compelled to accept it in payment for a debt.

A cheque refused to be paid by a bank upon which it was drawn should be returned immediately to the drawer.

126. CERTIFICATE OF DEPOSIT is a receipt given by a bank or money deposited. It is negotiable and bears interest. It is the same as a certified cheque, and will be cashed by any other bank; hence a convenient way of carrying money when it would not be desirable to have much cash on the person.

CHAPTER VI.

ENDORSEMENTS.

127. ENDORSEMENTS are for the purpose of negotiation, or for additional security. There are three principal ways of endorsing a note or draft in general use:

1. Endorsement in blank.
2. Endorsement in full.
3. Endorsement without recourse.

128. ENDORSEMENT IN BLANK is where the name only is written across the back of the instrument Such an endorser becomes responsible for its payment, and the note or draft negotiable simply by transfer.

129. ENDORSEMENT IN FULL is where the endorser restricts the payment of the bill or note to some particular person. There are several ways in which this endorsement may be worded and the effect varied in each case. He may write across the back "Pay A. B. or order," and sign his name underneath. In this case A. B. cannot sell the paper without endorsing it, as the maker of the note or draft has been directed to pay A. B. or order. If such a note were lost no one could collect it but A. B. or the one to whom he endorsed it over.

130. RESTRICTIVE ENDORSEMENT is where the endorser stops its transfer and confines the payment to some particular party as follows: "Pay to A. B. only," and places his name under it. This, however, now may be tranferred by the same kind of endorsement as was given in connection with a promissory note.

131. ENDORSEMENT WITHOUT RECOURSE is where the note or draft is made transferrable, but the endorser evades liability for its payment. The following is the usual form, "Without recourse to me," and the name written underneath as in other endorsements. No subsequent holder can have any claim against such an endorser.

The following are illustrations of the various form to be written across the back of the note or draft:

1. ENDORSEMENT IN BLANK.

JAMES SMITH.

2. ENDORSEMENT IN FULL: Pay W. Winters or order.

JAMES SMITH.

3. RESTRICTIVE ENDORSEMENT: Pay W. Winters, only.

JAMES SMITH.

4. WITHOUT RECOURSE. Without recourse to me.

JAMES SMITH.

5. SPECIFIC ENDORSEMENT: For collection only on account of

JAMES SMITH.

6. SPECIFIC ENDORSEMENT: For discount only to credit of
JAMES SMITH.

7. SPECIFIC ENDORSEMENT: For deposit only to credit of
JAMES SMITH.

8. SPECIFIC ENDORSEMENT: W. Winters is hereby identified.
JAMES SMITH.

9. ENDORSEMENT OF PART PAYMENT: Received on the within fifty dollars, for which a separate receipt was given. J. S.

No. 8 is simply to identity the holder at the bank without making the endorser liable for payment.

No. 7 is where a cheque or bank draft would be sent to a bank at a distance, or by other hands, for deposit. He thus guards against the risk that would be incurred in sending a cheque endosred in blank through the mails.

Nos. 5 and 6 are also precautionary measures to guard against loss in sending by mail or through other hands, valuable papers to the bank, and should be practiced by business men more than they are.

132. ENDORSER'S CONTRACT. By his endorsement he in effect agrees in good faith with all the subsequent holders that the instrument itself is genuine and all the names on it previous to his own are competent to contract and that the maker will pay at maturity; that he will pay in case the maker fails to do so.

133. TO HOLD ENDORSERS. To hold the endorser for payment on a note or draft that has not been paid at maturity it is necessary:

1. That the note or draft was presented for payment and notice given.
2. That payment was refused, and
3. That you look to him for payment.

This notice may be sent by a notary, or the holder himself may send it.

An oral notice is also legal. but it is always better that it be put in writing.

If the note or draft is made payable at a certain place it must be presented there for payment, If it is not mentioned in the paper where it is payable then it must be at the place of business or private residence of the maker of the note or acceptor of the draft as the case may be. If his place of residence cannot be found after due diligence, or if he have left the country, the holder then may present it at the post office where he lived. It must be presented on the third day of grace during business hours, and not on any other day either before or after.

If these things are not complied with the endorser is free. The endorser might not receive the notice for several days or weeks after but that would not make any difference so long as it was mailed to his supposed address. The notice should be sent within twelve hours. A similar notice is also sent to the maker.

If an extension of time is given, for a consideration, that binds the holder; without having the consent of the endorser, he is free.

134. COLLECTION OF NOTES AND DRAFTS. Notes and drafts made payable at a certain place should be presented there on the third day of grace, even if there is no endorser on them. If a note is made payable at a certain place, with the words "and not elsewhere," if it is not presented at the time and place interest stops at that date until it is presented.

If there is an endorser, presentment for payment must be made at the proper time and place.

When there is no endorser and no place mentioned in them for payment, the holder then is not bound to present at all for payment, as it is the maker's business to go and take up his note.

135. PROTEST is a notice sent by a notary public, who is also generally a lawyer, to the maker and endorsers on a note or acceptance not paid at maturity. It contains the three facts already enumerated: "That the note or acceptance (giving its date, amount, by whom made and endorsed) had been presented for payment; that payment was refused, and that the holders look to him for payment." A copy of this notice is mailed to each name on the note or bill. The charge for this notice is fifty cents for the protest and twenty-five cents for each notice he sends out, and the postage paid on them The more names on the paper, of course the greater the expense.

Protests are always used by banks, because the notary will not fail to send a proper notice so as to legally hold the endorsers. Private individuals seldom use them, but the same caution should, nevertheless, be taken in presentment of the bill for payment at the right time and place, and also in forwarding a formal notice, as has been described, to each of the parties. Many a holder has lost his security by not presenting the paper for payment as the law requires.

136. RELATION BETWEEN ENDORSERS. Where two or more persons endorse a paper at the same time as security, and the maker fails to pay, the holder may sue all or he may sue and recover from either one he thinks best. In case he collects the note from one, then that one may collect a proportionate share from each of the others If there were three of them, he could collect one-third from each of the other two; and if only two, then he would collect half from the other party. If the endorsements were at different dates, as they would be where paper is transferred, then the first endorser is security for all after him, etc. If the maker of such a note failed to pay, the holder could sue all the endorsers, or any one of them he might choose Say there were three; if he sued and collected from all, the last two could each collect his share from the first, thus making him pay all, because he endorsed first, hence was security for both. If the first endorser, however, proved to be insolvent, and the second and third had to pay the whole debt, then No. 3 would collect what he paid

from No. 2, because he endorsed before No. 3, hence was his surety. No. 2 would have to pay the whole debt and then look to No. 1 and the maker, who are liable to him, and might sometime be in a position to pay.

CHAPTER VII.

DUE BILLS, ORDERS AND RECEIPTS.

137. DUE BILLS. A due bill is a written acknowledgment of a debt. They are not negotiable, either by delivery or by endorsement, no matter if the word *bearer* or *order* is used, because they are not a promise to pay.

They may be transferred by assignment. The following is a very good form: "For value received I hereby assign to James Smith the annexed due bill. W. Winters."

This slip of paper should then be pinned fast to the due bill, and James Smith should notify the maker of the due bill that he had purchased it, and that the money is to be paid to him only.

FORMS OF DUE BILLS.

ST. CATHARINES, April 4th, 1892.

Due James Smith Ten Dollars in goods from my store.

$10.00. W. WINTERS.

ST. CATHARINES, April 4th, 1892.

Due James Smith for value received, ten dollars.

$10.00. W. WINTERS.

The above is payable in money.

ST. CATHARINES, April 4th, 1892.

I. O. U. ten dollars.

W. WINTERS.

The above brief form is in general use for small sums of money borrowed, and as due bills are not negotiable, the person's name is not generally inserted.

ST. CATHARINES, April 4th, 1892.

Due on demand to James Smith one hundred dollars, value received.

$100.00 W. WINTERS.

The above is payable in money.

ST. CATHARINES, April 4th, 1892.

Due James Smith, May 10th, 1892, fifty dollars, in settlement of account.

W. WINTERS.

138. ORDERS. An order is a written request to deliver goods, or may be money, on account of the person making the request When such order is received and acceded to, the person signing the order should be charged for the amount. If the order is in favor of a third party, the name of the party receiving the goods or money should be mentioned in the entry, and the order be preserved until settlement is made.

They differ from a draft in being more simple in form and generally for goods instead of for money.

ST. CATHARINES, April 4th, 1892.

Mr. James Smith:

Dear Sir,—Please deliver to Henry Summers thirty-five dollars in goods from your store and charge to my account.

$35.00. W. WINTERS.

ST. CATHARINES, April 4th, 1892.

Mr. James Smith:

Dear Sir,—Please pay to Henry Brooks or order thirty-five dollars and charge the same to account of

$35.00. H. SUMMERS.

ST. CATHARINES, April 4th, 1892.

Mr. W. Winters:

Dear Sir,—Please let Mr. H. Brooks have such goods as he may with and charge to account of

JAMES SMITH.

ST. CATHARINES, April 4, 1892.

Mr. W. Winters:

Dear Sir,—Please pay to the bearer, Mr. H. Brooks, thirty-five dollars from the funds left with you yesterday.

H. SUMMERS.

139. RECEIPTS. A receipt is a written acknowledgment of having received a certain sum of money or other value.

A receipt is not absolute evidence of payment, but it throws the burden of proof upon the party who impeaches it. It may have been obtained before payment was made, and then payment refused, or it may have been obtained through fraud, or for some other purpose, but the burden of proof rests upon the party who gave it to show wherein it is not valid.

A receipt given in full of all demands to date would not destroy the creditor's claim for an additional item of account if an error had been made which he could satisfactorily prove. It is evidence only that so much money had been paid.

It is a creditor's duty to give a receipt on the payment of a debt, but generally he cannot be compelled by law to do so. Where he holds a debtor's note, or any other collateral security, he is compelled to surrender it on payment.

Promissory notes, acceptances, cheques, etc., when paid should invariably be retained as vouchers for payment. Every form of receipt, or other evidence of payment of a debt, should be securely preserved where they can be conveniently referred to when needed. Receipts often save loss of friends. as well as loss of money, in the payment of an account the second time.

When a receipt is taken from an agent or collector it should have the name of the principal on it, as well as that of the agent or collector.

When a receipt is likely to be refused, payment should not be made except in the presence of a witness.

When a receipt is given for money paid on a note or other contract, and an endorsement made, the latter should state the fact that a receipt was given and the receipt should state that the amount had also been endorsed on the note.

The following forms of receipt are in general use:

RECEIPT ON ACCOUNT.

THOROLD, April 4th, 1892.

Received from James Smith one hundred dollars on account.

$800.00 H. SUMMERS.

RECEIPT IN FULL OF ACCOUNT.

THOROLD, April 4th, 1892.

Received from James Smith one hundred dollars in full of account to date.

$100.00. H. SUMMERS.

RECEIPT IN FULL OF ALL DEMANDS.

THOROLD, April 4th, 1892.

Received from James Smith one hundred dollars in full of all demands.

$100.00. H. SUMMERS.

RECEIPT FOR RENT.

THOROLD, April 4th, 1892.

Received from James Smith one hundred dollars for three months' rent of store, No. 4 St. Paul street, due April 1st

$100.00. W. COSBY.

RECEIPT FOR RENT BY AGENT.

THOROLD, April 4th, 1892.

Received from James Smith one hundred dollars for three months' rent of store, No. 4 St. Paul street, due April 1st.

$100.00. W. COSBY (for C. Hood).

RECEIPT OF MONEY BY HANDS OF A THIRD PARTY.

THOROLD, April 4th, 1892.

Receive from Peter Smith, by the hans of H. Young, one hundred dollars, in full of all demands.

$100.00. C. HOOD.

RECEIPT FOR MONEY PAID BY ANOTHER.

THOROLD, April 4th, 1892.

Received of Peter Smith one hundred dollars, in full of account against Henry Summers.

$100.00. C. HOOD.

RECEIPT FOR RENT OF FARM.

THOROLD, April 4th, 1892.

Received from Peter Smith one hundred dollars, being payment in full for six months' rent of farm, due April 1st.

$100.00. C. HOOD.

RECEIPT BY CLERK.

THOROLD, April 4th, 1892.

Received of Peter Smith forty dollars, in full of account.

$40.00. C. HOOD (Jones).

RECEIPT FOR NOTE.

THOROLD, April 4th, 1892.

Received from Peter Smith note at four months from this date for one hundred dollars, in full of account.

$100.00. C. HOOD.

RECEIPT FOR SERVICES.

THOROLD, April 4th, 1892.

Received from Peter Smith twenty dollars, in full for services to date.

$10.00. C. HOOD.

RECEIPT FOR PAYMENT OF INTEREST ON MORTGAGE.

THOROLD, April 4th, 1892.

Received from Peter Smith one hundred dollars, being amount in full for six months interest, due April 2nd, on his mortgage in my favor, dated October 2nd, 1891, which amount is also endorsed on the mortgage.

$100.00. C. HOOD.

RECEIPT FOR MONEY ON A NOTE.

THOROLD, April 4th, 1892.

Received of Peter Smith one hundred dollars, in part payment for his note in my favor, dated December 4th, 1891, which amount is also endorsed on the note.

$100.00. C. HOOD.

RECEIPT FOR PROPERTY HELD IN TRUST.

Received from Peter Smith one fur overcoat, to be kept in trust for him and delivered to his order without expense.

C. HOOD.

Thorold, April 4th, 1892.

RECEIPT FOR PAPERS, ETC.

THOROLD, April 4th, 1892.

Received from Peter Smith the papers described in the following schedule, viz.: Three bonds and mortgages made by the said Peter Smith in favor of Henry Williams, to be held in trust and to be delivered to the said Henry Williams if, within ten days, the said Williams pays to the said Peter Smith two thousand dollars

W. RUSS.

RECEIPT. FOR LEGACY.

ST CATHARINES, April 4th, 1892.

Received of James Smith, executor of the last will and testament of Henry Williams of Toronto, deceased, the sum of four thousand dollars, in full of a legacy bequeathed me by the said last will and testament.

W. RUSS.

CHAPTER VIII.

CHATTEL MORTGAGES

140 A CHATTEL MORTGAGE is a lien on personal property. It is, in reality, a deed or conveyance of personal property as security for a debt, or for money borrowed. They must be registered at the County Court Clerk's office within five days after their execution. They may be written by any person, but they must be signed and witnessed and sworn to before a commissioner of the High Court or a notary public or magistrate.

They must contain a full description of the goods and chattels, so they can be readily distinguished; also where they are located and whose possession they are in at the time.

Besides the affidavit of the witness, they must also contain an affidavit of the mortgagee, or his duly authorized agent, that the mortgagor is justly indebted to him for that much money due, or for that much money paid, and that it was not done to protect the goods of the mortgagor from his creditors.

This instrument, in order to hold the goods against other creditors or subsequent purchasers in good faith, must be registered within fivedays.

If a mortgage is taken merely as security for a debt previously contracted, it will not be binding against other creditors.

If money is paid it will hold against other creditors, unless done on the eve of bankruptcy, when it would be set aside. Action must be taken within sixty days after date of mortgage.

If all or a portion of the goods covered by a chattel mortgage should be removed to another county, a certified copy of the mortgage must be filed with the County Court Clerk where they are removed to within sixty days, otherwise the goods are liable to seizure and sale under execution, and in such case the mortgagee has no recourse against subsequent purchasers and mortgagees for value.

A chattel mortgage holds the claim against the debtor for twenty years, because it is an instrument under seal.

It will hold the goods against other creditors for only one year, unless it is renewed within the year. To hold the goods against other creditors for a longer period than one year it must be renewed within thirty days before the year expires, and so on from year to year aslong as it runs. For this reason most chattel mortgages are drawn for eleven months, instead of one year.

141. CAUTION TO DEBTOR. All chattel mortgages have not the same wording in the printed blanks commonly used, and the debtor should be certain that the instrument he signs does not give the creditor the right to foreclose the mortgage at any time he pleases upon some fancied breach of the covenant.

For an illegal seizure damages may be recovered, but the wording of some of the mortgages gives the creditor the right to seize before the debt is due, and to do so without giving any notice to that effect.

142. ASSIGNMENT OF CHATTEL MORTGAGES. A chattel mortgage is not a negotiable instrument, but it may be transferred by assignment. The assignment must be filed also at the County Court Clerk's office where the chattel is registered.

143. DISCHARGE OF CHATTEL MORTGAGE. When a chattel mortgage has been paid a discharge should be filed also at the County Court Clerk's office. It is a document describing the chattel mortgage and stating that the debt has been paid. Many persons think that if they have returned to them the copy that the mortgagee held it is sufficient, entirely forgetting that the duplicate is still on file at the Clerk's office. The discharge should be there also, showing to the public that the debt has been paid.

CHAPTER IX.

MORTGAGES.

144. A MORTGAGE on real estate is a deed or conveyance of the property by the debtor to the creditor to secure the payment of a certain sum of money, with a "proviso" that it shall become void upon the payment of the debt and accumulated interest.

145. REGISTRATION OF MORTGAGES. A mortgage is binding on the property as soon as it is executed, but the first mortgage registered is the one that has first claim. Of three mortgages that might be given on the same property the same week or day, the first one that is recorded is first mortgage, no difference whether it was written first or last.

146. BE CERTAIN OF TITLES. Before paying over the mon / there should be an *abstract* of title procured; then sign and register the mortgage and have the abstract continued so as to include the mortgage, thus making certain that nothing has been entered in the meantime. At the same time this is being done the Sheriff's office should be searched to see if there are any judgments, and the Treasurer's office to see if taxes are all paid. With these precautions a safe title would be secured.

There are various clauses in a mortgage that should be noticed. One provides that if interest is not paid it may be compounded; another that if taxes are not paid the lender may pay them and charge the same rate of interest that the mortgage draws; another one provides that if the borrower does not keep the buildings insured for a certain specified sum the lender may insure them and charge the same rate of interest the mortgage draws.

147. TRANSFER OF MORTGAGES. Mortgages are not negotiable by endorsement, but may be transferred by assignment. The assignment is also an instrument under seal, and must be recorded at the same place the mortgage is registered.

148. FORECLOSURE OF MORTGAGE is where the debtor fails to meet the payments and the lender has to take possession and sell to satisfy the claim.

149. DISCHARGE OF MORTGAGE. When a mortgage has been paid the lender is required to give the borrower a discharge, which is a statutory form of receipt. When this has been filled out and signed in the presence of witness, duly sworn, it is registered by the debtor or borrower.

150. UNSATISFIED MORTGAGES. If a mortgage for a certain amount covers certain properties of a debtor which, upon being sold, do not pay the whole claim of principal, interest and expenses, and the debtor has other property, the mortgagee can come on that other property until his full claim has been satisfied. If the debtor has no other property then, but may acquire it afterwards, the mortgagee may proceed against it any time within twenty years after the maturity of the mortgage.

151. PREPAYMENT OF MORTGAGES. Mortgages may be prepaid five years from date, no matter for what length of time they may have been drawn, by simply paying three months advance interest. If the mortgagee refuses to accept the money for principal and interest, together with three months advance interest, he cannot collect any interest thereafter.

Mortgages on real estate outlaw in ten years after maturity or last payment of either principal or interest, unless re-acknowledged.

CHAPTER X.

PROPERTY.

152. DEFINITION. The legal definition of property is "The right and interest which a man has in lands and chattels to the exclusion of others." A man purchases so many acres of land and thus acquires the possession and exclusive right to its use. A man purchases so many acres of land, and thus acquires the possession and exclusive right to its use. He drains it, plants it with fruit trees, erects buildings upon it, and thus increases its value. The soil itself is not his, but he has acquired the right to its possession and use—a right that excludes all others from its use.

In the common language of the people property means the thing itself. Thus, a man buys a bay horse; he calls it his property, but in legal language it would be his property in the bay horse. That is, the right and title to its possession.

153. DIVISION OF PROPERTY. Property is divided into Personal and Real.

1. Personal property includes all classes of property except lands and buildings. It consists of such things as are movable from place to place with the owner; as money, carriages, machinery, farm implements, live stock, book accounts, annual crops, nursery stock, good will and lease of property for a terms of years.

2. Real property includes lands, buildings, trees growing upon the soil, and every source of wealth such as coal, gas, oil and minerals that may be buried in the soil.

Temporary buildings not placed upon stone foundations nor

nailed to the permanent buildings, trees and shrubs planted to be removed again, as nursery stock, do not become a part of the realty.

Also temporary structures inside of the building, as counters, shelving, etc., attached by means of screws so they can be removed without injury to the property, do not become a part of the freehold. If, however, they are nailed to the building, they are considered a part of it.

154. OWNER'S AUTHORITY. As the owner has a right to the use and possession of the property to the exclusion of all others, he may expel, even by force if necessary, any other person from his premises. He can sell, or deed it away, or give it to his heirs, pull down his buildings or otherwise destroy them, s long as he does not interfere with the rights of others.

If, however, a right of way has been sold to another person, as a lane or passage of ingress and egress to his property, he cannot build upon or otherwise obstruct or close up such passage over his lands.

155. RIGHTS OVER OTHERS PROPERTY. If he has property removed from the street or road, and pays another property holder between him and such street or road a certain sum for a right of way, as a lane, to reach his property, he acquires a perpetual right, which also passes to his successors, unless otherwise specified in the contract.

He may also acquire other rights over his neighbor's property. For instance, he may erect a fine residence that commands a pleasant view. His neighbor cannot afterwards erect a high fence that would obstruct that view, nor put up a building in such close proximity that it would darken or otherwise injuriously affect such residence, provided such residence be so erected for thirty years before such obstruction is attempted.

156. SALE OF PERSONAL PROPERTY. In the sale of personal property, as in all other contracts, the parties themselves must be competent to contract. Ths seller must have a valid title to the property sold; the property must be something legal to be handled, and the sale must be without fraud.

157. PRICE is what in other contracts is called consideration. It is either paid in money or promised to be so paid. If it were paid in goods or service it would be a barter and not a sale.

158. MUTUAL ASSENT. The two minds must meet here as in other contracts; the one willing to sell at a stated price and the other willing to purchase at the price asked. Sometimes the price is implied and also the promise to pay, as when a customer leaves his order with his grocer for the delivery of certain articles. It is presumed that the price will be just and that the other party will pay for them.

159. THE PROPERTY SOLD MUST EXIST. Jones sells Smith a certain horse at a certain price, but after the sale is concluded it is discovered that the horse is dead, both parties having been

ignorant of the fact. There is no sale, even though the money had been paid.

160. PROPERTY MAY HAVE A POTENTIAL EXISTENCE. The natural products of the soil, the increase of live stock or other property may be sold in advance. For instance: A farmer may sell his apple, peach or pear crop before the buds even began to show, or the wool clipped from his sheep the following spring, etc. They are not yet in existence, but they are possible; hence they may be sold.

161. WITHOUT FRAUD. There must be no fraud, either through misrepresentation or through concealment of facts which ought to be known and which the other party cannot readily discover for himself.

162. THE LIMIT OF AN ORAL SALE. The sale of personal property for any amount under $40.00 may be made orally and be binding; but for $40.00 and upwards the contract must either be in writing, or a part of the goods delivered, or a part payment made. Any of these three things make the contract for the sale of personal property to any amount binding.

If either party should violate such a contract he would incur a penalty to the amount of damages the other party could prove he had suffered by the breach of contract, which amount would naturally be the price of the article. Illustration: A cattle buyer agrees to purchase ten head of cattle from a stock raiser and pays $20.00 to bind the bargain, and is to take them within ten days. After he goes away he sees the market quotations show a great depression in foreign prices and he concludes not to carry out his contract. He cannot recover his $20, but the stock raiser can sue him for the balance of the purchase money.

163. EXECUTED SALES. In sales that have been completed there must be a delivery of the property and a continued change of possession. Goods yet in charge of a railway or in a warehouse may be delivered by handing over the bill of lading or warehouse receipt. This is called a constructive delivery.

164. BILL OF SALE. If the goods are not delivered, but still left in the possession of the former owner, a bill of sale must be registered at the office of the Clerk of the County Court in order to make such a sale legal and binding against creditors and subsequent purchasers.

165. SALES ON TRIAL. When articles are purchased on trial at a certain price they must be rejected before the time expires if they do not suit, or the sale is complete and the party bound to keep them.

166. SALES BY SAMPLE OR DESCRIPTION are made on the warranty that the goods when delivered will correspond in kind and quality with the description given or sample shown, and if such is not the case there is no binding sale.

167. SELLING STOLEN GOODS does not give them a good title in the hands of an innocent purchaser for value, as in the case

with the promissory note. They can be re-taken wherever found.

168. CONDITIONAL SALES are what have been referred to under the head of a "Lien Note." In selling sewing machines, organs, pianos, etc., it is common to sell them on the "instalment plan," the buyer obtaining the possession and use, but the seller retaining the ownership until the article is paid for.

In all such cases the manufacturer's name and address must be shown on the article and a copy of the lien filed at the office of the County Court Clerk, and also a copy of the lien left with the purchaser. The fee for filing the lien is 10 cents.

On live stock, household furniture, wagons, etc., this is not required, the lien being valid without either the name being on the article or the lien filed.

169. GOODS STOPPED IN TRANSIT. Goods not yet paid for, having been shipped to the purchaser, but before their delivery word being received of the purchaser's insolvency, may be stopped by ordering the company in whose possession they are not to deliver them, providing the bill of lading has not been delivered.

If it should turn out, however, that the purchaser is not insolvent, then the seller who unlawfully stops the goods in transit may be required to indemnify the purchaser's loss, or to deliver the goods and pay damages sustained by the delay in delivery.

170. GOODS SOLD BY ORDER. With all implements and machinery sold by order, the party giving the order should require a duplicate of the order to be left with him. The law does not compel an agent to leave a copy of the order with the person giving the order, but the person himself has the right and the *power* to *demand* it or refuse to give an order. Care should be taken to see that the copy reads exactly like the original.

171. SALE OF BOOK ACCOUNTS is effected by assignment. The following brief instrument is sufficient:

> *For value received I hereby assign to (person's name) the accompanying accounts and claims against the persons whose names are enumerated (enumerate the names and amounts).*
>
> (*Signed*), *J. WINTERS.*

172. SUING BOOK ACCOUNT. In case of suit the book that is taken into court as evidence is the book in which the entry was first made at the time the transaction took place, whether it would be a day book, journal, invoice, sales or cash book. Such book would be called a book of original entry. The person suing has to prove the debt. His books are his chief evidence. A clerk who sold the goods or who saw them sold would also be evidence, but the book, if properly kept and found to be uniformly correct, is evidence that can scarcely be overthrown, providing the merchant's reputation for integrity is good.

A book that contains erasures and interlineations and changes

would be worth but little in court; so also would one that had such slight memoranda in it that the various transactions would not be clearly set forth.

Every credit sale entry should contain the date, the articles and prices in detail, and the person's name who purchased the goods, if not by the debtor himself (as son, daughter or wife).

173. AUCTION SALES—At every auction sale the "terms of sale" are always well advertised. If nothing were said about the terms they would be cash.

The proprietor may have various conditions, as well as the terms of credit announced by the auctioneer before the sale commences, such as, that the first bid must be above a certain sum named, and even the amount to be advanced at each bid, an underbidder, and a certain amount to be deposited at the time of sale.

174. THE AUCTIONEER is the agent for both the seller and buyer; hence binds both by his acts. When he is selling he is acting as agent for the seller, but in the act of "knocking down" the article to a certain bidder he is the agent of the purchaser, and in the memorandum of the sale he makes in his book he acts for both parties and binds both.

175. UNDERBIDDING is illegal unless announced before the sale commences. See Section 70.

176. AUCTIONEER LICENSES are granted by counties and cities, who may charge a fee and also give special rules for their governance.

177. SALE OF REAL ESTATE. There are two kinds of sales, viz.: Executed and Executory.

1. EXECUTED SALES are those where the sale has been completed by the payment of the money and the execution and delivery of the deed of conveyance.

2. EXECUTORY SALES are those where possession has been passed by agreement for sale, but the title does not pass until the price has been paid in full.

178. AGREEMENT TO SELL OR BUY REAL ESTATE, unless in writing, signed by the contracting parties or their duly authorized agents, is not binding. An oral contract made, even if money be paid on it to "bind the bargain," does not bind either party to buy or sell.

When for any reason a bargain is made for the sale of real estate that cannot be executed immediately, a memorandum of the agreement should be written out and signed by the parties, or their agents authorized, inwriting. This makes the contract binding, even though nothing be paid down.

A wife, as the law now stands, can sign away her real estate without her husband's consent or signature, but the husband cannot sign his away without his wife's signature.

179. OWNERSHIP BY POSSESSION. Ten years peaceful possession from the time that the real owner's right accrues gives the possessor a right to the property.

If the real owner should be an heir who was in a foreign country and did not know of the property falling to him, or if the heir were insane or suffering under any other similar disability, then the time would not commence to count until the heir's return, or other disability were removed.

CHAPTER XI.

MARRIED WOMEN'S PROPERTY RIGHTS.

180. An unmarried woman, either a spinster or a widow, is as free to contract as a man.

A married woman in Ontario now may contract in regard to her own property just as freely as a man. She can buy and sell, engage in trade and commerce, sue and be sued in her own name, and her separate property only be liable for her debts.

A woman married before the 4th May, 1859, may hold the property that had not then been reduced to the possession of her husband, whether belonging to her before marriage or acquired by her after marriage, entirely free from his debts and obligations contracted since that date.

A woman married between May 4th, 1859, and March 2nd, 1872, may hold all her separate property whether belonging to her before marriage or acquired by her since, entirely free from any debts and control of her husband. This does not apply to property received from her husband after marriage.

A woman married since the 2nd of March, 1872, may hold all her own separate property free from the debts and obligations, or control of her husband, and free from any estate therein of her husband during her lifetime.

A woman married on or since the first day of July, 1884, may not only hold her own separate personal and real property, but also may dispose of her personal and real property without even the consent or signature of her husband.

Any shares or stock in any Bank, Stock or Loan Company, or any debentures standing in the name of a woman married since July 1st, 1884, are deemed her own separate property unless otherwise shown; and she has a right to all dividends and profits arising therefrom, and to transfer the same without the concurrence of her husband.

But if a married woman should purchase such shares or stocks with her husband's money, without his consent, the husband may procure an order from the court to have such investments and the dividends thereof transferred to him.

If, also, a married women made such investments with her husband's money, to defraud his creditors, such investments may be followed by the creditors and taken to satisfy their claims.

A married woman has the same remedies for the protection of her separate estate against her husband that she has against other parties.

In any proceeding concerning their property, the husband and wife are competent to give evidence against each other.

A married woman is liable after her marriage for the debts she contracted before marriage, and for all contracts entered into or wrongs committed before marriage, and all sums recovered against her for such contracts or costs incurred therefor are payable out of her separate estate.

181. THE HUSBAND'S LIABILITY. The husband is liable for the debts of his wife contracted and for all contracts entered into and wrongs committed by her before marriage, and for wrongs committed by her after marriage to the extent of the property he has come into possession of through his wife.

A husband and wife may be sued jointly in respect of any such debt or liability contracted or incurred by the wife, as mentioned in previous paragraph, but if the plaintiff fails to establish the husband's liability in respect to the property he may have acquired through his wife, the husband will obtain judgment for the costs of defence, whatever may be the result of the action against the wife. If the plaintiff succeeds in establishing the husband's liability, he will obtain joint judgment against the husband personally, and against the wife as to her separate property, and if the husband's liability does not extend to the amount of the claim or damages, the residue will be against the wife's separate estate.

182. ORDER OF PROTECTION. Any married woman having a decree for alimony against her husband, or being for any legal cause separated from him, either through his cruelty, insanity, imprisonment in the Provincial Penitentiary or in a jail for a criminal offence; or whose husband who, through habitual drinking or profligacy neglects or refuses to support her, may obtain an order of protection entitling her to the earnings of her minor children, entirely free from the debts and obligations of her husband and from his control.

When the married woman resides in a town or city where there is a Police Magistrate, the order should be obtained from him, but when there is no Police Magistrate where she resides then the order will be given by the County Judge.

183 DYING INTESTATE. A married woman dying intestate her separate property shall be distributed in the same proportion between the husband and children as the personal property of the

husband dying intestate is to be distributed between the wife and children, viz.: The wife dying and leaving children, the husband is entitled to one-third and the balance to the children. Where there are no children, the husband is entitled to one-half of all the property.

184. SELLING HER SEPARATE ESTATE. A married woman may, during her lifetime, sell her separate estate, even without her husband signing the deed. It is still customary, however, to endeavor to have the husband sign also, but it is not legally necessary.

A married woman now may also sell her separate property direct to her husband, or the husband direct to the wife. Formerly it was necessary to make the transfer through a third party, but such is not now necessary for real estate. For personal property it is still necessary to make the transfer by Bill of Sale through a third party in order to pass from husband to wife or from wife to husband.

CHAPTER XII.

GUARANTY AND SURETYSHIP.

185. GUARANTY OR SURETYSHIP is a promise by one person to another to answer for the debt, default or miscarriage of a third party. According to the Statute of Frauds already mentioned, all such promises must be in writing in order to be binding. An oral guarantee is worthless.

The utmost care must be observed in regard to this feature of our laws. In many cases nothing but a simple recommendation is intended by the person making it, while a regular guarantee is understood by the other party.

These promises usually fall under one or other of two forms: An absolute promise and a conditional promise. By a particular wording of the promise it is only a conditional promise to pay in case the other party fails to do so, and then it must be in *writing* in order to be binding. By a slight change in the wording it becomes an absolute promise to pay the debt, in which case the guarantor actually takes the place of the debtor. In this case the promise is binding if only *oral.* A few examples will make the distinction clear.

186. EXAMPLES OF AN ABSOLUTE PROMISE. A person goes with his hired man to a store and tells the merchant to give this man goods to a certain amount, and "I will see it paid." This is virtually telling the merchant to charge the goods to him direct, and consequently is not "answering for the debt of another," but is an original promise to pay it himself. Such a guarantee does not need to be in writing to be binding. It is the same as saying, "Charge the goods to me," or "I will pay for them." It is his debt, although for

the benefit of his servant. Such a promise made by word of mouth is binding.

187. EXAMPLE OF CONDITIONAL PROMISE. Supposing he were to say to the merchant, "Give this man goods to such an amount, and if he does not pay for them I will;" or "he is good for them." These are promises to answer for the debt of another, and are void unless put in writing. No such promise is worth a farthing as security if only spoken by word of mouth, not even if there were a witness to it.

All conditional promises to pay must be in writing. For instance: If Smith owes Brown, and Brown tells Jones that if he will become responsible for the debt he will let it stand, and Jones replies, "If Smith does not pay you I will," the promise would not be binding except it were in writing. But if Jones were to reply, "Give me time and I will see you paid," it would be an absolute promise to pay the debt, and would not need to be in writing. The creditor in all such cases simply accepts the surety and releases the original debtor.

188. LETTERS OF RECOMMENDATION. Great care should be taken in the wording of a letter of recommendation where financial obligations are to be created or business relations formed, if nothing but a simple recommendation is intended. All such phrases as "He is good for them," or naming a certain amount and saying, "He would be safe to that extent," etc., would constitute a guarantee. The liability may be evaded by modifying such expressions by "I would regard him as safe," for such an amount, or "I think you would be entirely safe in giving him credit" for such an amount. With any such modifying phrase very much may be said to the credit of a worthy person without being held as a surety.

189. ENDORSER AS GUARANTOR ON NEGOTIABLE PAPER. The ordinary endorser of negotiable paper has been considered in that chapter, but sometimes in order to avoid the necessity of protesting the paper an endorser will write a guarantee on the back of a note or draft instead of an ordinary endorsement. Example:

> *For value received I hereby guarantee the payment of the within note.*
>
> JAMES SMITH.

In this case the guarantor (James Smith) is liable as soon as the note natures if it is not then paid. Another form:

> *For value received I hereby guarantee the collection of the within note.*
>
> JAMES SMITH.

In this case James Smith is not liable until an attempt to collect by legal process has failed.

190. GUARANTEE INSURANCE. There are companies that guarantee the honesty and fidelity of persons engaged in responsible

positions as clerks, bookkeepers or managers in any moneyed institution or corporation.

A company receiving a clerk under such guarantee must not change his employment from that for which his fidelity was guaranteed, as that would change the contract and release the guarantor.

191. CREDITORS' OBLIGATIONS TO GUARANTOR.—

1. To give notice of default within reasonable time after it is known.

2. To give the guarantor, as soon as he has made good the default, all his rights against the debtor. If any property of the debtor or other collateral security is in his hands, to turn it over to the guarantor.

The guarantor, after making good the default, takes the place of the creditor, and may recover from the debtor not only the original debt but also all expenses and costs incurred.

192. DISCHARGE OF GUARANTOR OR SURETY—

1. If the guarantee is given for a certain specified time, then at the expiration of that time the guarantor is released.

2. If the guarantor gives notice that he will not be surety after a certain date, he is then relieved from any default after that time. Of course this would not apply on a negotiable instrument not yet due, or any contract the time for which to be executed had not yet expired.

3. Any alteration of the agreement without his knowledge or consent will discharge the surety. The erasure or interlineation of any words that has the effect of changing the liability creates a new and different agreement from the one which the surety had guaranteed. Such alterations can only be legally made by the surety giving his consent in writing.

4. An extension of time given by the creditors to the debtors by *valid agreement* releases the surety unless he gives his consent. A mere promise to extend the time would not release the surety, because the promise would not be legally binding, and if the surety refused to allow the extension the creditor could sue the debtor or accept payment from the surety and invest him with all his rights and remedies.

In order to be a discharge to the surety, the agreement with the debtor must be one that *binds* the creditor to an extension of time for payment, so that he is prevented from proceeding against the debtor himself during that time, and which consequently prevents the surety from exercising his right of paying the creditor and suing the debtor upon the claim.

5 Fraud, either in respect to the contract itself, or some fraud or deception practiced by the creditor himself or by the debtor with the creditor's consent, by which the surety was induced to guarantee the debt, releases the surety from his obligation.

193. RIGHTS BETWEEN SURETIES. When several sureties unite in a guaranty, each one is required to contribute equally to the satisfaction of the claim should the debtor fail to make pay-

ment. If one were found to be insolvent the others would be bound to bear the burden equally.

This equitable distribution of the liability holds unless there is an agreement between the sureties that changes it. If the last surety were to add to his signature, "surety for the above names," or words of similar import, he would not become a co-surety, but would merely be liable in case the others fail.

The respective liabilities among endorsers on a promissory note has been noticed in that chapter.

194. CREDITORS' RELIEF ACT. Under the present Act, if a creditor gets judgment against a debtor, this judgment must be entered in the books by the Sheriff of the County where the debtor resides; also all moneys made by the seizure must be deposited with the Sheriff. These books are open free of charge for thirty days and any persons entering their claims within this time are entitled to a rateable division of the debtor's estate, the first creditor's law expenses having first been paid.

195. FRAUDULENT PREFERENCE. Any gift or transfer of property or any security, such as a chattel mortgage given within thirty days of insolvency, is considered a fraudulent preference and is therefore rendered null and void.

Preference is given to wage earner for three months' back wages; in excess of that they have to take the same percentage as other creditors.

196. PRIORTY OF CLAIMS. As soon as a personis declared insolvent the first thing to be paid is taxes; second, rent; third, chattel mortgages; fourth, salaries; fifth, the claims of the creditors.

As to the priority of creditors to the effects of a partnership firm, the partnership creditors come first for all partnership effects, and individual creditors first for all individual property; after this the remainder is rateably divided.

197. ASSIGNMENT. If an assignment is made it must be advertised four insertions in a county paper and one insertions in the "Ontario Gazette."

Inspectors appointed by the creditors give authority to the assignee to act. In meetings called for the purpose of appointing the inspectors, creditors to the amount of $100.00 have one vote; those of over $100.00 and under $500.00 have two votes; those to the amount of $1000.00 have three votes and one additional vote for each $1000.00 The assignee's salary is fixed by the inspectors appointed by the creditors.

CHAPTER XIII.

PRINCIPAL AND AGENT.

198. AGENCY is where one person transacts business for another. The errand boy, the clerk, the conductor, engineer, switchman, the commission merchant and the farm laborer are all agents as much as those engaged in selling machinery or fruit trees on commission or salary. In all branches of business where one person acts for another there is an agency.

199. THE PRINCIPAL is the one who engages another to act or do business for him. Anyone competent to contract may act as principal, and he may delegate to another the authority to do for him anything that he can do for himself.

200. THE AGENT may be any person the principal may employ —a minor or any person with intelligence enough to follow instructions. A minor, although not competent to contract for himself, can, as an agent, make any contract his principal could make.

201. AGENT'S APPOINTMENT. An agent may be appointed simply by word of mouth or by power of attorney, or it may only be gathered from facts.

A principal who ratifies an act which his agent was not authorized to do becomes responsible for that act, and also for all similar acts though they are not ratified by him.

To evade liability, or to refuse to make the transaction his own is merely to refuse to accept the benefits accruing from the transaction.

He may ratify it either by express words, or by resolution of the directors if a stock company, or it may be by simply accepting the benefits accruing from the unauthorized business so transacted.

202. LIMIT OF AUTHORITY. As a usual thing the instructions given by the principal to an agent are to do a specific business, also how it is to be done; but in carrying out the details the agent is allowed considerable latitude. He must follow his instructions. If he exceeds his authority he renders himself liable. If he is to sell goods for cash he must not sell on credit or accept notes; if to collect money on accounts this would not authorize him to issue notes or accept drafts in his principal's name.

203. GENERAL AGENTS are those who have authority to act in all capacities in the place of their principal, or all in a certain locality, or all of a certain kind. A commission merchant would be a general agent, so also are Secretaries, Treasurers and Managers of Stock Companies. The acts of general agents bind their principals

with respect to third parties even for fraud or negligence on the part of the agent.

204. SPECIAL AGENTS are those who are limited to a certain class of action, and their principal is not responsible for what they do outside of this. On this account parties dealing with any special agent should be careful that their contract comes within the agent's authority if it is important to them that the principal should be held responsible.

205. AGENT'S OBLIGATION TO PRINCIPAL.—

1. To use the same care and forethought in the management of the business that he would if it were his own.

2. To follow implicitly the principal's orders except in cases where the circumstances would make it manifestly wrong to do so. For instance: Something has occurred after giving the instructions which the principal had not foreseen and which would cause the orders to work to the disadvantage or injury of the principal if they were carried out, or where the orders were to perform something unlawful.

3. To keep an accurate record of all business transacted.

4. To keep the goods and property of his principal separate from his own, and from that of other parties. In case they should become indistinguishably mixed the principal could claim the whole.

5. In case the business is transacted in the name of the principal, as is usually done, the money that may be deposited in a bank should also be in the name of the principal.

206. AGENT'S LIABILITY. He is liable to his principal for any damage that may occur through his negligence, and for any loss that may arise through his failure to carry out his instructions. If he departs from his instructions and thereby secures any gain the principal has the benefit of it, but if his deviation produces a loss the agent is liable for it.

He is liable to third parties if he goes beyond his authority. In that case he does not bind his principal, but he renders himself personally liable. A person assuming to act when he has no authority renders himself liable for damages.

He is also liable to third parties for any wilful injury committed against them. The fact of his being an agent does not relieve him from his obligations as a citizen, hence even while in the discharge of his principal's business if he wantonly commits any injury he alone is liable. He is also liable for any criminal action of which he may be guilty.

He also makes himself personally liable to third parties if he should improperly sign a note or accept a draft by signing his own name as *agent*. If, say, W. Winters as an agent were to accept a draft by writing *W. Winters, Agent*, he would be personally liable for its payment. The same is true of Secretaries, Treasurers and Managers of Stock Companies. They should in every case when signing for their company or their principal sign the name of the company or

principal in conjunction with their own. The following are suitable forms.

JAMES SMITH,
Per W. Winters, Agent.

W. WINTERS,
For James Smith.

JAMES SMITH,
Pro Con W. Winters.

DOMINION TRANSPORTATION CO., (LTD.)
Per W. Winters, Manager.

W. WINTERS, MANAGER,
For Dominion Transportation Co., (Ltd).

An agent may describe himself either by the term "per," "pro," "pro con," or the word "for." He must always disclose the fact that he is only an agent, or he may be held personally liable; and he must sign his principal's name as well as his own either before or after it.

207. PRINCIPAL'S LIABILITY. General agents bind their principals, rendering them liable to third parties even for the fraud or neglect of the agent. The employees of Railroad and Steamboat Companies, etc., are all general agents. When passengers are injured through an accident they do not enter an action against the captain or engineer, whose negligence may have caused the accident, but they sue the company—the principal.

Special agents do not bind their principal only in so far as they keep within the limits of their outhority. If they pass beyond this, or are guilty of a fraudulent act, they only render themselves liable.

Third parties should ascertain the authority possessed by special agents if they would protect themselves when contracting with such. An agent should always have the evidence of his authority with him, and if he has it not no important transaction should be performed with him.

Money paid to an agent who has no authority to receive it cannot be recovered from the principal.

Money should never be paid to an agent for a note unless he has the note to deliver over.

A contract made with a special agent who is exceeding his authority cannot be enforced against his principal.

An agent's authority dies with his principal; if, however, he acts after the death of the principal innocently, both are relieved.

Notice given by the agent to third parties is notice given by the principal, and notice given by third parties to the agent is notice given to the principal.

208. SUB-AGENT is one who acts under another agent, either general or special. The same principles and laws rule between the

agent and his sub-agent as exist between himself and the principal The agent is the principal to the sub-agent.

209. TERMINATION OF AGENCY.—

1. By lapse of time. At the expiration of the time for which the agent was appointed the agency ceases unless there has been a re-appointment. The re-appointment need not necessarily be formal, but by any of the means already mentioned for the creation of an agency.

2. Completion of the undertaking terminates the authority of the agent.

3. A legal revocation of the principal terminates the agency. Where the agency would not be for any definite time, or the completion of a specific work, the principal could withdraw the powers he had granted; but if it were a definite time not yet expired or a specific work not yet completed, there must be sufficient cause before a revocation could take place. An agent exceeding his authority, guilty of fraud, or becoming incapacitated for his duties would be sufficient cause for his dismissal.

4. Death or incapacity of either principal or agent terminates the agency. Insanity or death of either principal or agent, or the insolvency of the principal dissolves the agency.

If an agent's appointment was by a document under seal it would require a sealed instrument to cancel it.

CHAPTER XIV.

MASTER AND SERVANT.

210. THE RELATION subsisting between Master and Servant is in many respects the same as that subsisting between principal and agent, so that what has been given in the previous chapter will in nearly every particular apply here

The master is the employer and the servant the employee. In order to constitute a contract of hiring and service there must be either an expressed or implied mutual engagement binding one party to hire and remunerate and the other to serve for some determinate time. In cases where the employer only agrees to pay as long as the servant remains, leaving it optional either with the servant to serve or the master to employ, there is no contract of service and hire.

211. CONTRACT OF SERVICE AND HIRE. A contract of service and hire need not necessarily be in writing unless the contract is for a longer period than one year.

If no *express* contract has been made for hire between the parties a contract will be *presumed* if the service is performed, unless it is with near relatives, as with parent or uncle.

If service has been performed without anything being said about wages *the law presumes* that the parties agreed for the customary wages

for that kind of service paid in that community. But the law will not presume either a contract of hire or an agreement to pay wages where service is rendered with near relatives, as a parent or uncle. In such cases an express hiring must be *proved* in order to support a claim for wages. Where it is not specially agreed to the contrary, wages would be payable at the end of the time.

212. CONTRACT OF THE EMPLOYEE. The employee must fulfil the agreement, whatever that may be, and to do this faithfully requires not only diligence but his careful attention, skill and foreihought. The implements, machinery or other property with which he may be working or which fall under his care require not only proper use by himself, but also his care that they be not stolen. The live stock that may be entrusted to him, humanity as well as his agreement requires that he sees to it that they have food and water and proper care in general. His master pays for his skill as well as he does for his time, also his diligent forethought in planning or executing his work. He is expected to obey all reasonable orders from t master, to be punctual and courteous.

A flagrant violation of the implied agreement in any of these particulars renders him liable for damages or for discharge as the case may be.

213 NOTICE TO LEAVE. A servant hired for a definite period, either for a day, a week, a month, or a year, may, on the termination of the time, leave, or the master may discharge him without giving any notice.

Where the hiring is for no definite time and the wages paid by the day, week, month, or year, when either party wishes to terminate the contract the other party is entitled to notice:

If paid by the day.....A day's notice.
If paid by the week.....A week's notice.
If paid by the month.....A month's notice.
If paid by the year.....Three months' notice.

The notice need not be in writing, but where the time is longer than a day it would be much better to give a written notice.

214. CAUSES FOR DISCHARGE WIHOUT NOTICE. The employee is presumed to give due diligence to the discharge of the duties assigned to him, to be punctual as to time, to obey all reasonable commands, and to be responsible for all damage caused by his negligence. If, therefore, he violates the agreement by habitually neglecting his duties, by taking absences without permission, or in any of the following ways he may be discharged without notice by paying him the wages due:

1. Wilful disobedience of any lawful order of the master.
2. Gross moral misconduct.

3. Habitual negligence in business, or conduct calculated seriously to injure the master's business.

4. Incompetence in the higher service where special knowledge or skill is required, or permanent disability through illness. Temporary illness would not be sufficient cause for discharge.

The wages to be paid in case of a discharge *for cause* are not necessarily in proportion to the time the servant has labored. The wages that are due must be paid, but the wages that may have been earned may not yet be due.

215. DISCHARGE WITH NOTICE. Persons employed on a weekly or monthly service may quit or be discharged by giving a week's or a month's notice; or at a moment's notice by payment of a week's or a month's wages.

216. CAUSE FOR LEAVING. The master's commands are presumed at time of contract to be reasonable, legal, and to be within the limit of work the servant was employed to perform. The implements and machinery are supposed to be suitable for that kind of work and so protected as to be reasonably free from danger. If, therefore, the master gives unreasonable commands and endeavors to enforce them the servant has cause for leaving.

If the machine, or any particular machine used by the employee is not considered suitably protected and he gives notice to the employer, who still requires work to be done with the dangerous machine, it is a cause for leaving.

If any accident occurs after giving of such notice the employer is liable for damages.

If the servant used the machine without giving any notice of its danger he cannot claim damages for an accident.

If the master does not pay the wages as per agreement the servant may procure a discharge and wages due by placing the matter in the hands of a Justice of the Peace.

217. MASTER'S LIABILITY TO THIRD PARTIES. If a master holds out his servant as an authorized and accredited representative he is responsible for his action. This liability may arise in three ways:—

1. By adoption by the master of the servant's contracts. If the servant as agent contracts for his master and the master adopts and ratifies the contract, he will be liable on it.

2. By giving express authority to contract either by deed, writing or word of mouth.

3. By creating an implied authority to contract. The servant's usual employment is regarded as the measure of his authority. Where the master holds his servant out as his general agent by making contracts, purchasing goods on his credit, etc., the master is liable so long as the servant acts within the scope of that authority, and he will be liable within that scope even should the servant act contrary to his orders.

The master's liability is not boundless, but justice and common sense fix certain well defined limits. In general terms the master is liable for all those acts which are brought about through his instrumentality.

1. He is liable for the acts of his servant performed within the scope of his employment, however wrongful they may be, but he is not responsible for the wrongful act if it is not done in the execution of his authority and in the course of his employment.

2. Where a servant is driving a horse, which runs away and does damage, if on the master's business.

3. Where in executing his orders with reasonable care and does damage.

4. Where he does an injudicious act and does damage.

5. When the servant even wantonly does injury if acting within the scope of his employment.

6. For injury done by the servant through drunkenness, if acting within the scope of his employment.

7. If he orders the servant to commit a trespass, or if the trespass results from the action to be done.

He would not be liable for a wrong done by the servant that was contrary to his orders, or if the master were absent.

8. The master may be criminally liable for a criminal act of his servant which he expressly authorized, or co-operated in its commission, but not otherwise.

The master is liable for the act of his domestic or menial servant whether it be one of omission or commission, neglect, fraud, deceit, or even of misconduct if it be done within the scope of his employment or with the express direction or assent of his master, no matter how much he may abuse his authority.

218. THE MASTER IS NOT LIABLE in any case for the injurious acts of his servant unless they are wilful or the result of negligence.

Where there is no express or implied authority to do the act, or the act of the servant is an act of his own, the master is free from liability

If the master does not give any express or implied authority for the servant to pledge his credit, he is not liable for any contracts made by the servant in his name.

The master is not liable for the contracts of his servant where they have an express authority and exceed it; or where they have an implied authority and act beyond the scope of their employment. The servant acting outside his authority does not bind his master.

The master is not liable after he has given notice that he has terminated his servant's authority to pledge his credit. The notice must be brought home to third parties to whom he has by his acts given an implied authority.

219. SERVANT'S LIABILITY. A servant may render himself liable:

1. On contracts made on behalf of his master if he does not disclose the fact of his agency. When contracting in his own name he should always use words describing his capacity, as "agent for," or "per," "pro," etc.

2. For damages committed on behalf of his master he is liable as well as his master, and to all third parties he stands as a principal.

3. He is also liable for a joint fraud committed with his master; for no contract of service compels a legal obligation to commit a fraud or do a wrong.

4. In crimes as well as in injuries he is liable and cannot evade responsibility by saying that he was only a servant and acting under his master's orders.

5. For any criminal action of the servant not expressly authorized by the master the servant only is liable.

220. TERMINATION OF SERVICES. A contract of service is terminated by lapse of time.

By the death of the hirer. The servant must be paid wages up to that time.

By the death of the servant. His legal representatives will collect his wages for the time during which service was rendered.

A domestic or other yearly servant wrongfully quitting his master's service forfeits all claim to wages for that part of the current year during which he has served.

If a domestic be wrongfully dismissed his remedy is an action for damages against his master for the breach.

Temporary illness is not a sufficient cause for a discharge unless the contract has been rescinded.

A domestic servant wrongfully quitting his master's service forfeits that part of his wages due since the last day of payment.

221. VERBAL as well as written agreements between master and servant, and between master and journeyman or skilled laborer in any trade or calling are binding unless the term exceeds one year.

No voluntary contract of service shall be binding on either party for a longer time than nine years from date of contract.

222. COMMENCEMENT OF PROCEEDINGS. If any disagreement exists between master and servant, proceedings must be taken before a Justice of the Peace within one month after the engagement has ceased.

If the Justice receives the evidence of the plaintiff he must also receive that of the defendant.

When wages are not paid by the master to the servant, the servant may within one month after the engagement ceased, or within one month after the last instalment of wages was due, go before a Justice for a hearing of the case, and if furnishing sufficient proof of the cause of his complaint, secure a discharge and obtain an order for payment of wages to the amount of $40.00 and costs.

Either party may appeal from the Magistrate's decision to the

Division Court by giving notice of appeal to the other party within four days after the decision, and at least eight days before the holding of the Division Court; also, within the four days to enter into a bond with the opposite party with two sureties, approved by the Clerk of the Court, for $100.00, as a guarantee to appear and to cover the costs.

Where masters and workmen establish a Board for the settlement of their difficulties that may arise, it has by statute all the powers that arbitrators possess, and its decisions are binding. See Revised Statutes of Ontario, Chap. 140.

CHAPTER XV.

PARTNERSHIP.

223. PARTNERSHIP is a contract between two or more persons who join together for the purpose of conducting a certain business, with an understanding to participate in certain proportions in the profits or losses accruing.

They may join their money, goods, labor and skill, or any or all of them. What mutually constitutes a partnership is a "community of profits." Firm, Company, House and Co-partnership are all synonymous terms used to represent a partnership business.

224. THERE ARE THREE CLASSES of general partners:

1. Dormant, silent or sleeping partner; that is one who has an interest in the business but whose name does not appear. It is represented in the firm name by "& Co."

2. Ostensible partner is one who lends his name to the firm for the sake of its reputation, but who has no financial interest in the business.

3. Actual partner is one who has both an interest and whose name appears in the firm name.

As regards their respective liability to the public, they are all equally liable.

225 PARTNERS' LIABILITY. In a general partnership each member is not only liable to the public for his particular interest in the business, but also for the whole debts of the firm.

226. SPECIAL PARTNER is one who takes a certain interest only in the business, and who also only undertakes to share a certain amount of the gains or losses. The amount of losses which he assumes liability for must not be less than the amount of capital he invests. This special partnership arrangement must be inserted in the partnership agreement and filed at the office of the County Court Clerk.

This special or limited partner must not have anything whatever

to do with the management of the business. and takes no part in the work. He may give counsel to the firm, but if he takes any part in its management he makes himself a general partner, and thus liable for all the debts of the firm.

One member of a firm has no right to sign the firm name for purposes of suretyship or on private account. He must not employ the property of the firm for his own private use.

227. PARTNERSHIP AGREEMENT. A large number of partnerships are unwisely formed, simply by an oral agreement, and thus a wide opportunity left for future disagreements and much friction. Sometimes two parties will engage in business together without any definite stipulations other than the division of the profits, thus having only an *implied* agreement.

Properly, every partnership agreement should be reduced to writing, with a great deal of deliberation and caution.

It may also be sealed, which gives it a still greater sanctity.

228. THE ARTICLES OF CO-PARTNERSHIP should contain:

1. The names in full of each member.
2. The nature of the business to be conducted.
3. The place where it is to be conducted.
4. The amount of capital that each partner invests.
5. If any partner makes no cash investment, but whose experience or skill, etc., is his investment, that should also be inserted.
6. The date of commencement, and duration of the contract if it is for a definite period.
7. If a division of work is agreed between the partners, such as for one partner only to sign all orders for goods, accept all drafts, issue the notes, etc., it should be clearly revealed in the agreement.
8. Provision for settlement in case of the death of a partner.

Besides there, these are various other things which could profitably be embodied in the agreement, such as that neither should be a candidate for a municipal office or an active political partizan without the consent of the firm; also, that neither partner should endorse paper for others, or become bail for any person, without consent of the firm, or to engage in any other business that would require investment and possibly incur loss. Also a provision for winding up the business in case of a dissolution.

229. REGISTRATION OF PARTNERSHIP. Every partnership must be registered at the County Registry Office where the business is carried on.

The registration must be made within six months after the partnership is formed.

The penalty for not registering is a fine of $100.00, one-half to go to the informer and the other half to the Crown.

Each partner can act for the firm unless he is prohibited in the partnership agreement. He may receive payment of bills and ac-

counts, compromise with a debtor or represent the firm in a suit at court.

He may make a note or accept a draft for the firm in the regular course of business, or do any other act he deems necessary in the interest of the firm.

230. NON-TRADING FIRMS. Firms that are not trading firms, such as a law firm, do not come under the partnership laws; neither can they give a note as a firm. They may all sign it, but it is only as a joint and several note, the same as though they were not associated personally.

231. CHURCH TRUSTEES may be held personally liable if they sign their names to any document for church purposes, as there is no Act of Parliament giving them power to act as such, or authority to bind others whom they may chance to represent, but this does not apply to mortgages on property of the church congregation.

The same is true of the officers of the various social and benevolent organizations.

If a bill or note is signed by one of the firm, the firm can be held liable, providing that two things can be proved, viz.: That it was for the firm purposes, and that the person signing it had proper authority to do so.

A partner not invested with the right, and binding his co-partners, renders himself liable to them.

232. INSTRUMENT UNDER SEAL. One partner cannot bind the firm by an instrument under seal unless he has been empowered by an instrument under seal to do so.

233. DISSOLUTION OF PARTNERSHIP. The following are among the things that call for a dissolution of partnership:—

1. Insolvency of one of the partners.
2. Insanity of one of the partners.
3. Death of one of the partners.
4. Mutual consent.
5. Marriage of a female partner.

The above events do not necessitate a dissolution but they are a sufficient cause, and if any of the firm should demand a dissolution it must be complied with.

In the case of a dissolution notice must be given to the public in the following manner:

For persons whose business has been conducted in Ontario, notice must be given in the *Ontario Gazette*.

For persons whose business extends to the other provinces, notice must be given in the *Canada Gazette*.

It is also customary to give notice in the local press and to send circulars to each individual firm with whom business has been done.

234. BUSINESS AFTER DISSOLUTION. After dissolution no partner has a right to sign the firm name without the power of attor-

ney. If a note has to be given the only alternative is for each partner to sign his name separately.

A partner, after dissolution, has power to demand that the assets be used exclusively to pay off the firm's liabilities before anything can be appropriated by the partners.

235. RETIRING PARTNER. A retiring partner from a partnership firm, in order to protect himself from the future liabilities of the firm, must, in addition to the advertisements already mentioned, register a declaration of the dissolution at the County Registry Office.

This, of course, does not free him from previous liabilities thus incurred while he was a member. Nothing but a release from the individual creditors can free him from the past liabilities.

But for all business enterprises intended to be permanent and of large dimensions, it would be far better to form a Stock Company instead of a partnership. See next chapter.

CHAPTER XVI.

JOINT STOCK COMPANIES.

236. A joint stock company is an association of individuals possessing corporate powers, enabling them to transact business as a single individual.

The incorporation of a joint stock company may be effected either under Dominion or Provincial Legislation.

Under the Dominion Legislation it may be either by special Act of Parliament or by Letters Patent under the Joint Stock Companies' Act. Banking, railway, telegraph and insurance companies must be incorporated by special act, as the powers they seek are so extensive that special legislation is necessary to determine their limit.

Under the Ontario Legislature incorporation is secured under the Joint Stock Companies' Letters Patent Act, found on page 1,443 of the Revised Statutes of Ontario for 1887, or by special act.

237. ADVANTAGES OF INCORPORATION are many, the following of which are chief:

1. The business can be conducted on a much more extensive scale, as many more people can be interested in it than would be possible in an ordinary partnership.

2. The liability of shareholders is limited to the amount of stock they hold, an advantage of great consideration when compared with the dangers of partnership.

3. Property in the business is more easily transferred than in partnership. Paid up stock may be sold at any time

4. A business under corporate powers possesses an element of permanency not found in an individual or partnership business. The death of any of the stockholders does not call for a dissolution, as it would in a partnership, but the heirs succeed to the shares and the business is unchanged.

5. Employes can be interested in the business, and thus rendered permanent, and their services more valuable.

238. CORPORATE BODIES. There are several corporate bodies that are not trading corporations, as Townships, Counties, Incorporated Villages, Towns, Cities and Provinces. Also, Ecclesiastical, Educational and Charitable Institutions may be incorporated. All such can buy and sell their property, enforce their by-laws, sue and be sued for debt.

239 HOW TO FORM A COMPANY. The first thing to be done is to open the Stock Book, in which the subscribers enter their names for the number of shares they wish to take.

When one-half the proposed amount of stock has been subscribed and ten per cent. thereof paid in, then the application may be made for letters patent. If under Provincial legislation, application should be made "To the Honorable Provincial Secretary," Toronto, and no fixed amount is required to be paid in. If it is under Dominion legislation, application should be made "To the Honorable Secretary of State," Ottawa.

240 ADVERTISING IN THE OFFICIAL GAZETTE. Before the application can be made for incorporation the applicants must publish in the *Ontario Gazette* or the *Canada Gazette*, as the case may be, for four consecutive numbers, their intention to apply for the same, giving the proposed name of the Company, its purposes, amount of capital, number of shares, place of business, name, address and calling of the applicants and the names of the Provisional Directors.

241. THE PETITION. It is about the first thing done, either by the solicitor or any person who may be doing the official correspondence, to communicate with the Provincial Secretary or Secretary of State concerning the formation of the company, and who will forward the necessary instructions and also a blank petition for the signatures of the applicants.

Then this petition is duly filled out according to the instructions and forwarded to the Provincial Secretary, or to the Secretary of State, as the case may be, accompanied by the Government fee, affidavits, etc Upon receipt of this, notice will be immediately given in the *Official Gazette* of the issue of letters patent, when the parties named therein and their successors become a body corporate and politic by the name mentioned in the same.

If the proposed company is of such a nature as to require considerable advertising in order to create interest enough to sell the stock, then a prospectus would be issued first of all, setting forth the name

of the company, where it is to be located, amount of capital, the number of shares into which it is to be divided, etc.

242. THE NAME of the company must not be the same, or even similar, to that of any other company, whether incorporated or not.

243. BOARD OF DIRECTORS. The directors are appointed by vote of the stockholders each year, and the directors have the whole management of the business during their term.

244. BOOKS TO BE KEPT. The law requires certain books to be kept, giving the names of the stockholders and the shares owned by each, the amounts paid in on stock, the names and addresses of the directors.

These books are always to be open for inspection by creditors or the public in general.

245 UNPAID STOCK. Stock that has been subscribed for but not paid up stands as a resource, and is a security to the public.

246 LIMITED LIABILITY. In stock companies a shareholder is only liable to creditors to the amount of stock he has subscribed for. If that has been paid he is not liable to creditors for anything in case of bankruptcy of the company.

247 DOUBLE LIABILITY applies only to chartered banks. A stockholder in a chartered bank is liable to creditors for double the amount of stock he subscribed for.

If it has all been paid up, and the bank fails, he is liable to be called upon for just that much more. If the stock has not all been paid up, he will have to pay the balance, and then another sum of same amount as the stock he owned.

248 TRANSFER OF STOCK. Shares in a stock company are personal property. They may be sold or transferred if they have been paid up. If they are not paid up they can only be sold by the consent of the directors.

249. DIVIDENDS can only be paid out of the profits. If there has not been a profit over the running expenses, no dividend can be declared, for if the officers were to declare a dividend out of the capital, they would make themselves personally liable in case the company went into liquidation.

250. LIABILITIES OF COMPANIES. They may be fined or assessed for damages, but, of course, cannot be imprisoned, because there is no personality.

251. THE WORD LIMITED must be affixed to their sign on the front of the building, and wherever the name of the company appears in advertisements, in their contracts, on their letter heads and accounts, etc. If this is not done a penalty of $20.00 per day is required by law for every day it is neglected.

This word "limited" indicates to the public the nature of the firm they are dealing with, the limited liability of the stockholders; hence

the rigor of the law in requiring it to be ever present with the company's name.

[Persons intending to form a stock company should send $1.00 to Mr. Warde, Toronto, Ont., for a copy of his "Manual of Joint Stock Companies." It is a perfect guide.]

CHAPTER XVII.

LANDLORD AND TENANT.

252. The relation subsisting between landlord and tenant is that which subsists between the owner of houses and lands and the person to whom he grants the use of them for a specified time for a stipulated consideration called *rent.* In the law books the landlord is called the *lessor* and the tenant the *lessee.* The same class of persons who can contract in regard to notes and bills can contract as regards landlord and tenant; that is, those of the full age of twenty-one years and of sound mind.

253. CLASSES OF TENANTS. There are three classes of tenants: (1). For life. (2). For years. (3). At will.

254. LEASE is the name given to the contract between landlord and tenant. It may be either oral or written, or under seal.

A lease for "years" may be effected either orally or in writing. It may be for any term of years.

An oral lease will only answer for a period of three years. A lease for a longer period than three years, and under seven years, must be in writing.

A lease for over seven years must be in writing and under seal, signed by the parties themselves, or their duly authorized agents, who also have been appointed by writing under seal. A lease for over seven years must be registered, otherwise a person buying the property without notice of this lease could, by giving six months' legal notice, eject the tenant.

The lease should state clearly *all* the conditions, as verbal promises and agreements do not avail in law where there is a written instrument.

Duplicate copies should always be made of a lease, and each party should retain one.

Tenants have the exclusive use of the property while in their possession, and may even eject the landlord should he trespass

Tenants cannot sub-let the premises without permission from the landlord. If he does the landlord may eject; it also renders his lease voidable.

255. SHORT FORMS. In the Short Forms of Lease, now in

general use throughout the country, the term "and to repair" has a very broad meaning; so much so, in fact, that unless modified a tenant may be compelled to rebuild in case of fire. Also the clause "to leave the premises in good repair" must be modified in the same manner. This is best done in the following, or similar language: "Ordinary wear and tear, and accidents by fire and tempest excepted."

A tenant must, however, even in this case, leave the premises in as good repair as he found them, "ordinary tear and wear," of course, "excepted."

256. THE LANDLORD'S COVENANT. The only covenant the landlord makes is to give the tenant quiet enjoyment. If evicted by another person, who has a prior or better claim to the property, the tenant may recover from the landlord any damages that he may sustain.

257. LANDLORD AND OTHER CREDITORS' RIGHTS. Where there are other creditors, the landlord can only recover, prior to them, for one year's rent. After that he must take his share only with the rest.

As far as distress is concerned, where there are no other creditors, he may distrain for six years' rent. After that he has a further remedy by way of action (or suit), and this action may be brought any time within twenty years on a lease under seal.

Rent cannot be sued or distrained for until it is due, even though the tenant may be leaving the premises. If the tenant were leaving the country, with the intent to defraud, the goods could be attached.

If a tenant removes goods fraudulently and clandestinely the landlord may follow for thirty days and distrain; otherwise he must distrain on the premises.

258. TAXES. In all ordinary written or oral leases the landlord must pay the taxes, unless some express provision is made to the contrary.

The fact of a landlord agreeing to pay the taxes does not relieve the goods on the premises, though they belong to the tenant.

If a lease is given prior to a mortgage, the mortgagee takes subject to the lessee, and *vice versa* if the mortgage is given prior to the lease.

259. NOTICE TO VACATE. In case of a yearly tenancy, six clear months' notice must be given to quit. These must be calendar months, as in all other cases where months are used in contracts. Example: A yearly lease beginning July 10th, the notice to quit must be given before July 10th, so as to leave six clear calendar months before the expiration of the year. In case of a quarterly lease three months' notice must be given; and if the tenancy is monthly, then one clear month's notice must be given. If by the week, then a week's notice. There is no half yearly lease. A person renting, say for six months, it would simply be six consecutive months, and

if he held over that time, one month's notice only would be given to quit.

260. WRITTEN NOTICE. A notice to quit, given either by the landlord or tenant, should be in *writing* to be binding. An oral notice is sufficient, but it is better to give the notice in writing, as it is more easily proved. An ordinary letter containing the facts, handed to the other party, or sent by mail, will answer as well as a formal notice. (See notice to vacate).

Where property is leased for a definite time, the lease expires at that date, and neither party need give the other notice to terminate it. The tenant may go out, or the landlord may lease the property to another party. But where this first period has been passed and the tenant still remains in possession, he then becomes a "Tenant at Will," and then, after that, when he wishes to vacate, or the landlord desires him to vacate, this notice must be given.

261. DOUBLING THE RENT OR EVICTING. If the tenant does not vacate the premises after his lease expires and demand for rent, and notice to quit has been given, the landlord may double the rent by giving the tenant notice in writing to that effect; or the tenant may be evicted by obtaining an order from the County Judge.

262. DISTRAINING FOR RENT. If a tenant does not pay his rent, the landlord may distrain. In this case any person may act as a bailiff.

Rent may be payable in any way agreed upon, either in advance or at the end of the term. It might be a monthly tenancy, and yet the rent payable weekly; or a yearly tenancy, with the rent payable monthly or quarterly. Whatever the agreement may be for payment, the tenant has the whole day on which the rent falls due in which to pay it, and no expense can be incurred until the day after the rent is due.

The landlord may *distrain* for rent the day after it is due. It must be done after sunrise and before sunset. The person distraining cannot break outside doors in order to seize, but after he once gains admission to the building he may then break open any inside doors that are not opened for him.

Distress may be made any time within six months after the expiration of the lease if the landlord still holds possession of the premises. If he has sold the property he cannot distrain; neither can the new owner, but it may be recovered by suit. Distress may be for six years rent if no other creditors are interested.

263. THE EXEMPTIONS from a landlord's warrant are now quite numerous, and are the same as those from executions. (See Section 90 for the list).

The goods belonging to third parties, as visitors, boarders or lodgers, are also exempt. Also any goods that may be on the premises for repairs or for any other purpose, if they are not in use by the tenant.

Furniture, sewing machines, musical instruments, etc., purchased on a lien agreement or not, are liable to seizure for rent if there is not enough other goods to satisfy the claim.

After the sale of his goods for rent, if the tenant should still remain in possession, the exempted goods also become liable for seizure if there is rent still due.

264. RESISTANCE. A tenant may resist the entrance of a bailiff or other person who may come with a landlord's warrant. Any time before the bailiff makes a list of the goods the tenant may retake them from him. After the bailiff makes a list of the goods seized and delivers it to the tenant, then the goods are said to be impounded and resistance must cease.

A tenant's goods cannot be seized if they are removed from the premises unless the bailiff saw them being taken away, or unless they have been removed fraudulently and clandestinely to prevent seizure for rent. That is taken away in the night or in any other secret way.

265. GIVING UP POSSESSION. The tenant who claims the benefit of the exemptions in case of a landlord distraining for rent, must give up possession of the premises forthwith or be ready and offer to do so. The offer must be made to the landlord or his agent, and the person making the seizure is considered his agent for this purpose.

The surrender of the possession in pursuance of the landlord's notice is a termination of the tenancy.

266. SEIZING THE EXEMPTED GOODS. If the landlord desires to seize the exempted goods as well as the others he must give the tenant a written notice which will inform him of the amount claimed for rent in arrears, and if he neither pays the rent nor gives up possession, his goods and chattels may be sold to pay rent in arrears and costs. The notice must be something like the following:

Take notice, that I claim $.....for rent due to me in respect of the premises which you hold as my tenant, namely: (here briefly describe them, giving the number and street, or lot, concession, etc.,) and unless the said rent is paid I demand from you immediate possession of the said premises; and I am ready to leave in your possession such of your goods and chattels as in that case only you are entitled to claim exemption for.

Take notice, further, that if you neither pay the said rent nor give me up possession of the said premises after the service of this notice, I am by law entitled to seize and sell, and I intend to seize and sell all your goods and chattels, or such part thereof as may be necessary for the payment of the said rent and costs.

This notice is given under the Act of the Legislature of Ontario respecting the Law of Landlord and Tenant.

Dated this.....day of.....A. D., 18

To C. D., (Tenant). (*Signed*) *A. B., (Landlord).*

267. GOODS SEIZED FOR OTHER DEBTS. If a tenant's goods have been seized for other debts the landlord cannot seize them again, nor sell them, but he may hold them until his claim is paid.

268. PENALTY FOR ILLEGAL SEIZURES. If a landlord distrains for more than the amount due the tenant, the tenant can enter an action and recover treble the amount of over-seizure; and in case of distraining before rent is due the tenant may recover double the amount of goods distrained.

269. FIXTURES must be something of a personal character. Anything that is affixed to the freehold so that it cannot be separated without doing serious damage to the freehold becomes a part of it.

Anything that is sunk into the ground, as a well, trees, buildings of stone or brick are the same as the soil itself, and therefore, a part of the freehold. But buildings placed on stone boulders, or posts, or plate, are fixtures and may be removed without injury to the soil.

The machinery of a manufactory is also a fixture and can be removed.

Where there is doubt as to whether a certain fixture should be regarded as a fixture or be held as part of the freehold, the presumption is always in favor of the freehold.

It is an axiom in law "that the expression of one thing is an omission of all the rest," and for this reason if anything is mentioned as a fixture, other things, though of a kindred nature, would be supposed to be omitted and therefore remain a part of the freehold.

A tenant claiming anything as a fixture must remove the article promptly and make it known that he claims it, otherwise he waives his right to it.

As between the heir and the personal representative, the heir occupies the same position as the landlord and his right is, of course, prior.

A creditor can seize and sell immediately anything that has not become freehold, but any fixtures that have become freehold are governed by the same laws as real estate and therefore cannot be sold until the execution has been in the hands of the sheriff at least one year.

270. REPAIRS necessitated by natural decay, the landlord is supposed to make, but all breakages are to be made good by the tenant.

271. BOARDERS AND LODGERS. Lodgers are temporary lessees and are subject to the same laws and have similar privileges in respect to the rooms they occupy as a regular tenant. Their goods are not liable to seizure for their landlord's rent.

In case a boarder's or lodger's goods are distrained for rent due by his landlord, he must serve the superior landlord, or bailiff, or other person levying the distress with a written declaration that the tenant has no right of property or beneficial interest in the goods or chattels distrained or threatened to be distrained, and that they are the prop-

erty or in the lawful possession of such boarder or lodger; and if he should owe the tenant for board or otherwise, he may state this amount and pay it over to the superior landlord or the bailiff or enough of it to discharge the landlord's claim if the boarder should owe more than that. With this declaration must be given an inventory of the articles referred to.

If the superior landlord or bailiff, after receiving this declaration and inventory, and after the boarder or lodger has paid over to him that much money, or offered so to do, he still proceeds with the distress, he is guilty of an illegal distress and the boarder may replevy such goods; and the superior landlord shall also be liable to an action.

Any such payment made by a boarder to the superior landlord is a valid payment on account due from him to the tenant.

Every person who serves a distress shall give a copy of all costs and charges of the distress to the person on whose goods and chattels the distress is levied.

CHAPTER XVIII.

COMMON CARRIERS.

272. There are three classes of carriers:

1. The person who carries goods without charge. Such a person is not liable for slight or even common negligence if loss should occur. The person for whom the goods are carried is responsible, except for the grossest of negligence.

2. The one who carries goods privately for hire. That is, one who does not make it his business to carry goods, but still does so occasionally and takes pay for it when he does. Such a person is liable only for common negligence if loss occurs.

3. The common carrier is a person who holds himself out to the public as carrying goods for hire. Such are liable for even very slight negligence, and must exercise the greatest caution.

Examples of this class of common carriers are: Railroads, express companies, steamboats and vessels, draymen, carters, transfer companies, etc.

273. OBLIGATION TO RECEIVE GOODS. Common carriers, mentioned in the third class as railroads etc., are obliged to accept goods offered for carriage, unless they have no room for carriage, or unless they are a dangerous class, as explosives. He has a right to know what the goods are that are offered for carriage.

A common carrier, a warehouseman and wharfinger are almost the same thing. A warehouseman is bound to take goods offered for

carriage if he has the convenience for carrying or storing them. He has a right, however, to know what the goods are, and if anything dangerous, as dynamite, may refuse them.

A warehouseman's liability ends when he places the goods on the specified conveyance.

274. RESPONSIBILITY OF CARRIERS. The carrier is reponsible for the safe delivery of the goods at their destination.

The original carrier is liable till the goods reach their destination, although they are to be delivered past the end of his line or route, unless he designates himself as a *forwarder* of the goods after the end of his route has been reached, in which case he is only liable as far as he carries the goods. His responsibility may also be limited by the terms of the contract.

If goods are sent to be sold by a common carrier, he then incurs a double liability; first to deliver the goods safely, and secondly to return the money. The goods must be accepted before the carrier's liability commences.

If a vessel is chartered to a party he is liable instead of the owner.

If a common carrier agrees to deliver goods in a certain time and does not do so, he is liable in damages to the person sending them.

Should he deviate from the regular route, although for good reason, and there meet with an accident, he is liable for all losses that may occur.

In case a warehouseman is not informed as to the mode of conveyance, he must use his discretion.

A common carrier is liable for all goods entrusted to his care, unless the damage done is caused by the Acts of God or the Queen's enemy. A storm, an earthquake, a sudden inundation—in fact everything that cannot be traced directly or indirectly to the acts of men is considered an act of God, but a fire arising from other causes than lightning, is not.

In case a carrier is unavoidably delayed, as by the freezing of a canal, he must take due care of the goods during the delay.

Enemies of the state or country, as an invading army or pirates, are what are termed the Queen's enemies, and for the acts of these a carrier is not responsible. But in case of private depredations, even train robberies, he is responsible in all cases.

He is also not responsible if the goods are not properly packed, nor for breakage or decay, in case of perishable goods.

The production of a shipping bill throws the onus of proof on the carrier to show that either he is under one of the two exceptions—acts of God or Queen's enemies—or that he delivered the goods safely, or that they were improperly packed.

A carrier can, however, rid himself of responsibility by a general notice to the public, or by a special notice in the shipping bill, that he will not be responsible in certain cases, or over a certain amount.

If an accident, however, occurs, the onus lies with the carrier to show that he has not been guilty of negligence.

The notice in the shipping bill is to be read least favorably to the carrier. It throws the onus of proof, however, on the shipper to show that the carrier was guilty of negligence.

If a person ships goods and receives a contract without reference to the notice, whether he knows of the notice or not, the contract whether written or printed nullifies the notice.

Unless it is so mentioned, a carrier is not responsible for any unavoidable delay.

The position of a forwarding merchant is very similar to that of a common carrier. His liability is principally gathered from his Bill of Lading.

The government is not liable for the loss of a letter. The Post Office authorities may, however, if proved guilty, be held responsible.

275. BAILMENT is a delivery of goods by bailor and an acceptance by bailee on a trust, expressed or implied, to be delivered by said bailee as soon as the contract is complied with. The bailor is the one owning the property; the bailee the one to whom the property is entrusted. There are various classes:

1. Where goods are left in care of another, without hire, merely taken as a matter of friendship. Such a person would only be liable for gross neglect.

2. Where goods are left in care of another person for hire. Such a person would be liable for common negligence.

3. Where goods are left in the hands of a person to be sold on commission. The consignee in such case must exercise ordinary diligence in caring for the goods. He has a lien on the goods for all his charges and commission.

4. Where property is borrowed to be used for the benefit of the borrower. In such case the person borrowing, and giving nothing as compensasion, is required to exercise the utmost diligence in caring for the property, and will be liable to make good any damage.

5. When property is left as a pledge or collateral security for a debt or loan. The holder must use ordinary diligence in caring for the goods. If the debt is not paid, the property may be sold for the debt; but what may be over the amount of the debt must be returned to the owner who gave it in pledge.

6. Where one person obtains the use of property from another person and pays for its use. The borrower is liable for ordinary care. He is entitled to its exclusive use for the purpose agreed upon, and if he uses it for any other purpose he renders himself liable for any damage resulting therefrom, and also for additional hire.

As the parties are benefited by such borrowing for hire, if any damage occurs, when using the property as agreed upon the borrower is not responsible unless he did not exercise ordinary care.

276. PAWNBROKERS are persons who loan small sums of

money, and take jewelry, furniture and other similar kinds of property as security. Their sign of "three balls" is required to be exhibited before their place of business. They must also have a license.

CHAPTER XIX.

RAILWAYS.

277. The law requires that for a train running through the country a bell must be sounded or a whistle blown eighty rods before reaching a crossing, and be kept blowing or sounding until the engine has passed the crossing.

Foot passengers are supposed to look out for themselves.

A railroad is not responsible for the life of any person walking on the track.

A railroad company must give a check for all personal baggage up to one hundred pounds weight, provided there is a loop or handle on which to fasten it, under a penalty of eight dollars and refunding the passenger's fare each time they refuse.

Railroad companies are liable for damages in case of any unreasonable delay. Not for any imaginary damages, but for what loss can be shown to have been suffered.

They must at every station write, or cause to be written, in a conspicuous place, the time when, to the best of their knowledge, any overdue train will be likely to arrive. This does not, however, relieve them of their liability for damage, in case any is sustained through the delay.

A man buying his ticket after the train is due cannot, of course, sue the company for damages, as he is aware of the train being late just as much as the company was.

Railroad companies are also obliged to provide rooms for their passengers to wait in, and also to keep these rooms free from tobacco smoke and other kindred nuisances.

Trains must not be run at a greater speed than six miles an hour through a city or any thickly populated community.

A man and his wife may take a double quantity of baggage—two hundred pounds.

If anything of value, as a gold watch, is in the baggage, the company must be informed, so that due care and caution may be taken with it. The company would not be responsible if they were not informed of it being included with their ordinary baggage.

A man paying his fare on the train must present a reasonable amount that the conductor could be expected to change.

Every conductor is obliged to have a badge on his cap, or a passenger is not obliged to give his ticket to him.

A passenger who refuses to pay his fare, or who for any other cause for which he may be put off the train, can be put off at any station, or ordinary stopping place, or near any dwelling house.

The company is liable in damages for any injury sustained by a person getting off a train while in motion, under the countenance of the conductor.

If a person jumps off a moving train without the knowledge of the conductor, or contrary to his will, the company is not liable for any damages.

But if a person jumps off a train when a collision is liable, and gets hurt, the company is responsible, even though he could not have been injured, had he remained in his seat.

A person who has a ticket and cannot find it, is being put off, and offers to pay his fare, and is still ejected, may collect damages.

A ticket bought at a station for a certain place is a contract that the train next leaving that station stops at that place. This is the reason why a ticket agent will not sell a passenger a ticket if the train does not stop at that station, at which the ticket is wanted, as the company would be liable for damages unless that train stopped there.

A return ticket purchased at regular rates is good for a continuous trrip each way, until used, no matter how long after date, if you are able to fight the company.

A return ticket which cannot be used for the return within the time, may be returned to the head office, and the difference between its price and the single fare will be refunded.

278. TELEGRAPH COMPANIES agree not to divulge the contents of any message to any except to the person to whom it is addressed.

The company does not hold itself responsible for accuracy in transmitting the message unless the sender pays for repeating back the message. The company would then be responsible.

279. PROMPTNESS. The company is responsible for any loss sustained by an unnecessary delay.

Never put "in haste" on a telegraph message, for it would only be laughed at by the operators. Never pay anything extra for having a message quickly transmitted, for it does not hasten it any.

CHAPTER XX.

HOTEL KEEPERS.

280. Hotel keepers or other persons engaged in the business of furnishing board and lodging for travellers, and having a license for

such purpose, are obliged to accept any person who demands entertainment, except,

1. That they have no accommodation, being already full.
2. That the person is intoxicated or disorderly.
3. That he has some contagious disease.
4. That he is a reputed burglar or thief.
5. That he refuses to pay the fare in advance, if so required.

281. THE HOST'S LIEN. The proprietor of any such public house, may retain the property of any guest who does not pay his fare, until the bill is paid.

282. THE HOST'S LIABILITIES. If the guest has property stolen, the landlord is responsible, whether it is in the care of the landlord or in the guest's room.

If things of value belonging to the guest are asked by the landlord to be given in his care, and the guest refuses or neglects, then the landlord is free from liability.

The landlord is also liable for loss by fire sustained by the guests.

283. BOARDING HOUSES are not compelled to receive any person, unless they desire to do so; neither are they responsible for loss of property sustained by the boarders, except for gross negligence.

CHAPTER XXI.

INSURANCE.

284. There are four general classes of insurance: Fire, Life, Marine and Accident, that will be treated in this work.

285. FIRE INSURANCE. The principle of fire insurance is indemnity.

In this case there is the greatest necessity for good faith, and therefore the insured should be very careful to disclose all facts material to the risk.

286 CASES THAT DESTROY or void the insurance policy.

1. If the building being insured is vacant at the time, and the owner does not disclose the fact, the policy is void from its inception.

If it should become vacant afterwards, and the company is not notified, the policy would be vitiated.

2. If there were an incumbrance on the property, and the owner said there was not, the policy would be void.

If any were placed on afterwards, the company must be informed.

3. If the building were closer to other buildings than was stated in the application; or if considerable quantities of coal oil, gun powder or other inflamable material were on the premises, and these facts not disclosed in the application, it would destroy the policy.

4. CHANGES ON BUILDING. Where any considerable change is made in the building, that requires the presence of mechanics, the company must be notified before beginning, otherwise, in case of fire, the company would be free. A mechanic's risk may be secured for a small extra fee.

5. CHANGE OF OWNERSHIP. In case of a change of ownership, the name of the new proprietor must be given and accepted, and the old one released. If the company prefers not to take the risk under the new owner, it may cancel the risk by repaying the *unearned* portion of the premium that had been paid. If the old owner does not want the policy transferred, he may have the *unearned premium* returned to him. In this case it would not be a proportionate sum to the whole premium, but the company will charge the regular rate for the shorter term and refund the balance.

6. TWO OR MORE POLICIES. If property is insured in more than one company, without the consent of all the companies, no insurance whatever would be paid by any of them in case of fire.

287. THE INSURANCE AGENT is regarded as the agent of the insured, and not that of the company, hence the insured must be very careful what answers are given to the various questions in the application.

The agent might be honorable, and he might be just the opposite. His financial interest is in securing your application. The company will stand rigidly on the printed conditions on the application you have the agent fill out, and may be expected to evade payment of a loss if there is a reasonable chance.

Therefore, the insured must act in good faith at the beginning and see that all the facts material to the risk are honestly and truly set forth in the application.

288. CHANGE OF GOODS. If goods are changed from one building to another the consent of the company must be obtained. Then the insurance remains in force in the new building.

289. THE LOSS for which the company indemnifies is that which actually occurs at the time of the fire, and not for the amount which was in the building at the time it was insured.

The onus of proof of what was in the building at the time of fire rests with the insured.

290. FLOATING POLICIES. When "floating" policies are taken out, the amount of insurance paid is the loss at the time of the fire, limited, of course, by the amount of insurance. This policy holds good so long as the quantity is kept up, no matter whether it is the identical goods insured or not.

291. NOTICE OF FIRE. In case of fire occurring, according to the rules of most companies notice must be given immediately, but the exact meaning of that term has not yet been decided. Where nothing is said by the company, the statutory condition is one year,

but whatever the company's printed conditions are will hold if reasonable. In any case, the company should be notified immediately.

292. ADJUSTMENT OF LOSSES. Usually the amount of loss is paid in full to the amount insured. Some companies use what is called an "average clause," by which the company only pays two-thirds the loss. Insurers should be careful that they do not take a policy of that form unless the rate of premium is also one-third lower than other companies.

As soon as the company is notified of the loss it will send an agent or adjuster to inspect the premises and estimate the loss.

The value of the articles, itemized, has to be verified by affidavit, and a false statement would endanger the claim against the company.

The company may either rebuild, or repair the articles injured, or pay the loss in money.

Policies may be given to various persons, as creditors, bailiffs, warehousemen, etc.

293. MARINE INSURANCE. A marine policy is taken out by the owner or charterer of a vessel when it is ready to start on a voyage.

Sometimes the insurance is for a certain number of voyages, sometimes for a month, six months or for a year.

The cargo is necessarily insured just for the voyage.

In marine insurance there must be a guarantee that the ship is seaworthy; that is, that she is properly equipped and manned, and, also, capable of resisting an ordinary storm on the route on which she runs.

A partial crew, or the want of an anchor, would render a vessel unseaworthy.

The burden of proof of seaworthiness lies with the party seeking to insure.

The cargo of a vessel, or her earnings, sometimes called "freight," can also be insured.

In case of a ship being in distress, and a part or the whole of her cargo having to be thrown overboard, where there is no insurance the loss is divided between the vessel, the cargo and the freight, each bearing its proportionate amount.

Marine insurance indemnifies for all the various losses which may result from the perilous sea voyages, as well as of fire. These include storms, theft, and even piracy and capture in time of war; also where a portion of the cargo may be thrown overboard in time of danger so as to save the remainder.

294. AMOUNT OF LOSS PAID. All marine policies have the average clause, which leaves them liable to pay the loss only in the proportion that the insurance bears to the value of the vessel or cargo insured. A cargo worth $12,000.00, insured for $8,000.00, in case of loss the company would only pay two-thirds of $8,000.00.

295. WHEN AT SEA. A ship may be insured while she is on

her voyage, and it is not known whether she is safe or whether lost. The insurance is valid, even though the vessel were lost at the time.

296. LIFE INSURANCE. The principle of life insurance is investment. There are various forms of companies doing a life insurance business:

1. The stock companies, such as the Federal Life, the Sun Life, the Canada Life, etc.

2. The mutual companies.

3. The assessment societies, as the United Workmen, the Chosen Friends, Canadian Home Circle, etc.

It is not the intention of this work to discuss the merits of the various systems.

297. WHO MAY INSURE. Any person may insure his own life, and also insure for as large a sum as he can afford to pay for, and in as many companies as he pleases.

A husband may insure the life of his wife or child, or *vice versa*.

A creditor may insure the life of a debtor. In the latter case the creditor can only recover to the extent of his debt, the remainder going to the deceased's legal representatives.

Members of a partnership firm may insure the different partners.

298. THE BENEFICIARY. The person to whom the policy is made payable is called the beneficiary.

1. The insured may make it payable to himself. In this case he may borrow money on it without any other person signing the assignment. Also in this case it is liable to be seized for debt in case of insolvency.

2. If made payable to a wife or child, or other person, then it cannot be assigned without that person's signature. Such a policy cannot be touched by creditors, except in certain cases, to the extent of premiums paid, in case of the insolvency of the insured.

3. If the beneficiary is not a natural heir, but some other person, and the insured dies without a will, the money cannot be paid to the beneficiary, unless a creditor, as the laws of heirship will give it to his rightful and legal heirs, notwithstanding the wording of the policy.

299. MISREPRESENTATIONS. Certain misrepresentations will void a policy. An untrue statement in regard to the age, or the causes of death of brothers or sisters, parents of grandparents, etc., also are material, and void the policy. For instance, if several members of the family had died with consumption, or with cancer, etc., and other causes were given, it would void the policy, and even to state an untruth in regard to the insured being married or single, has been held to void the policy.

Some companies make their policies incontestible after three years, thus giving their patrons full assurance that after that time no question will ever come up as to fraud or concealment when being insured. Not all companies have reached this point of equity yet, but

will likely be driven to it in order to secure patronage. This will end the legalized robbery of the old companies, which will take the insurer's annual premium for years without investigating the facts furnished at the time the risk was taken until death occurs, and then endeavor to evade payment, many times, too, on a mere quibble or an unguarded statement by the person who is then gone and unable to give testimony. It is an old saying but a true one "that corporations have no souls."

The company's consent should be obtained before travelling outside the limits mentioned in the policy, or before engaging in any other occupation, as there are different rates for different risks.

300. NOTICE OF DEATH should be given as soon after the event occurs as possible.

301. ACTION TO RECOVER the insurance money must be taken within the time fixed by the policy if the company refuse to settle.

302. CLASSES OF POLICIES. There are three general classes of policies, Endowment, Life and Wager Policies.

303. SUICIDES. Persons who in their right minds commit suicide vitiate their policies. Persons who while temporary or permanently insane destroy their own lives do not affect their policies.

304 ACCIDENT INSURANCE POLICIES are those which provide indemnity in case of accident, paying so much per week for a certain number of weeks if disabled, or the whole policy in case of death through accident. Death occurring through sickness would not draw the insurance.

CHAPTER XXII.

WILLS.

305. A WILL is a written instrument left by a person in which he gives directions for the disposal of his property after his death. A person, to make a valid will, must be of the age of twenty-one years, of sound mind and free from constraint or any undue influence. The lawyer's toast, "here's to the man who writes his own will," should not be forgotten by laymen. Not everybody is fit to write a will. A will should not be the last act of a man's life. No wonder that so many of them are broken in the courts; dictated under intense excitement, drawn in haste, they do not represent the deliberate judgment of the testator nor meet the requirements of natural justice.

306. TESTATOR is the name given to the party who makes the will, not the one who writes it, but the one who is disposing of his property.

307. EXECUTOR is the person named in the will as the one

who is to carry out its provisions and look after the property until its distribution among the heirs.

308. INTESTATE is a person who dies without making a will.

309. HEIR OR LEGATEE is the one who receives property under the will.

310. ADMINISTRATOR is the one appointed by the Surrogate Court to settle the affairs of the estate of a person who dies without making a will.

311. WHO MAY DRAW A WILL. The testator may write his own will if he desires to do so, and every man should be able to write his will. Any other person who can write clearly the desires of the testator, but prudence would dictate that none but a person of experience and ability should be entrusted with so important a matter.

312. REQUISITES TO BE OBSERVED. It should contain:

1. The name in full of the testator, his address and calling.
2. That this is his last will and testament.
3. That it revokes all former wills and bequests.
4. How debts and expenses are to be provided for.
5. A clear and definite statement of how the property is to be divided, and the particulars of every bequest.
6. It should give the names in full of all the heirs.
7. Executors should be appointed who have been previously consulted.
8. It should be properly dated and witnessed by two persons not interested.
9. The testator should sign in the presence of the witnesses.
10. The witnesses should sign in the presence of each other, as well as that of the testator.
11. The witnesses may be minors if old enough to understand what they are doing. A witness might be an executor.

313. PROVING OF A WILL. After the decease of the testator, as soon as convenient or becoming, the will should be read in the presence of the parties interested, and then proved in the Surrogate Court. None but a lawyer can prove a will.

314. CHANGING OF WILLS. Where a person makes a will, and then living several years longer, it often becomes necessary to make a new will on account of the many changes having taken place, in which case it is better to burn the old one.

A will is revoked by the testator afterwards marrying. He may confirm the the former will afterwards, and thus make it legal, the confirmation being signed and witnessed. It is safer, however, to make a new will.

315. CODICIL. When only a few minor changes might be desired to be made in a will, sometimes, instead of making a new will, it is as well simply make a codicil to the will. Such codicil should set forth clearly:

1. That it is a codicil, and describe accurately the will it belongs to.

2. It should be signed and witnessed the same as a will, but using the word "codicil" in place where "will" is used.

3. If it gives a legacy to one who already had a bequest, it should state whether this is a second bequest or merely a confirmation of the one already given.

4. If advances have been made during lifetime to a child on account of legacy, such amount should be noted in the codicil.

5. If there has been a change in the property, either by the acquisition of more or the disposal of any part of the former, the codicil should regulate the bequests accordingly.

6. It should also confirm the parts of the will it does not change.

316. CHARITABLE BEQUESTS. According to the statutes of Ontario, any charitable bequests for churches, educational institutions, etc., if not made at least six months before the decease of the testator, may be set aside by the courts.

317. PREVENTING LITIGATION. Sometimes in making a will the testator adds a clause that in the event of any person commencing proceedings to break the will, such person shall not receive any portion whatever, even though they had been mentioned in the will to receive a legacy.

318. SUNDRY. A legacy to a friend, who dies before the testator, lapses.

A legacy to the testator's child, who may have children, will go to those children if the legatee should die before the testator.

Soldiers in service may dispose of their effects by simply signing a written statement of how they wish their property to be disposed of.

Sailors at sea may also in the same way, without any of the formalities of a will, bequeath their effects as they wish.

An executor may enter at once upon the work of carrying out the provisions of the will, as soon as it has been publicly read, before being proved.

It was formerly the rule that if a debtor were appointed executor, his debt was forgiven, but this is no longer the case.

An executor who is believed by the heirs to be acting unwisely or unjustly, may be compelled to show his books before the County Judge by any of the heirs who is twenty-one years of age.

An executor that is found to be wasting the estate or committing acts of injustice against the heirs, may be removed by proceeding in the Surrogate Court.

An administrator is one appointed by the Surrogate Court where no will is left by the deceased.

An administrator may apply for authority to act in that capacity fourteen days after the death of the owner of the estates, and settlement must be made within one year or the administrator becomes personally liable for any loss that may occur.

Where the wife administers on her deceased husband's estate, she cannot be compelled to do so under one year

Where a man, unmarried, dies without leaving a will, the father, or mother, if living, and if they be dead the eldest brother, is entitled to administer.

A person administering must first obtain the consent of all the heirs; that is, if he be not the father, wife, brother, sister or child of deceased.

CHAPTER XXIII.

SUNDRY IMPORTANT ITEMS.

319. Bargains without a "consideration" are void.

A note or any contract made on Sunday is void.

A minor is liable for the debts he may contract for necessaries.

If advantage be taken of a person while in a state of intoxication the contract may be set aside.

A tenant cannot sub-let the premises if the landlord objects.

A promise to answer for the debt or default of another is worthless unless put in writing.

One person or vehicle meeting another on the highway must turn to the right or be liable for damages.

Pedestrians have the "right of way" on public streets, and if drivers of vehicles run them down or do them injury by colliding with them they are liable to fine and also for damages.

It is not necessary to put the words "value received" in a note, but they are usually inserted.

After a note has been made to interline it relieves both maker and endorser.

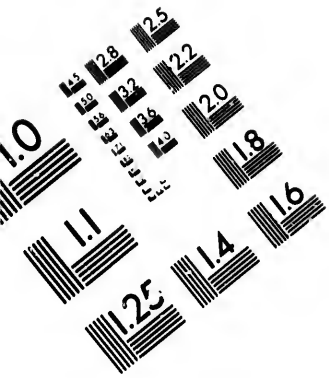
An endorser on a note is free if it has not been legally presented for payment.

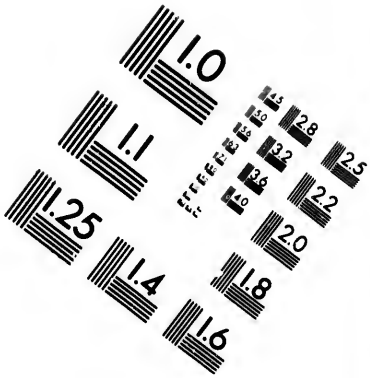
No person but a lawyer can now "prove" a will.

An involvent person may sell his property to pay what debts he can any time before being declared insolvent, but he cannot sell by Bill of Sale on the eve of insolvency.

The sale or transfer of personal property by an insolvent debtor within sixty days before making an assignment, either through force or voluntarily, may be set aside by an action brought for that purpose.

Real estate being simply taken possession of, without foreclosure of a mortgage, may be redeemed within twenty years by procuring an order from the Court of Chancery. If the property were sold under the mortgage, it could not thus be redeemed, hence mortgagees nearly always sell the property so as to procure a good title.





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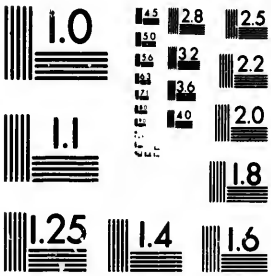
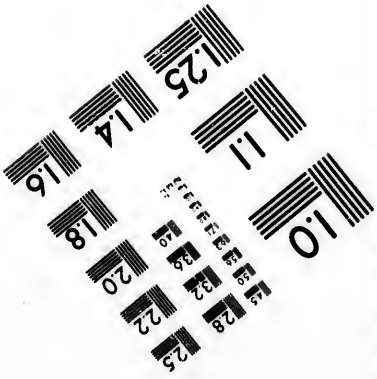




By an Act passed in the last session of the Ontario Legislature, boys under eighteen years of age are not allowed to use or keep in their possession any tobacco, and persons proved guilty of selling or giving it to them are liable to damages.

The finder of negotiable paper, money or other property is required to make reasonable efforts to find the owner before he is entitled to appropriate it for himself. If he conceals it he is liable to a charge for larceny or theft.

Wages of workmen cannot be garnished unless the amount of wages due exceeds $25 and then only the part over the $25 can be touched, unless the debt is for board and lodging and in the opinion of the Judge the exemption of $25 is not necessary to the support and maintainance of the debtor's family.

A debtor leaving Canada, and going into the United States, may be followed and suit brought in the American court. The Canadian law prevails in the case, but the "homestead exemptions" over there are so numerous that in the majority of cases nothing could be recovered.

320. JURISDICTION OF CANADIAN COURTS. There are three classes of persons over whom the courts here have jurisdiction: (1). In case of residence, the person living here. (2). In case the contract was made here, although the work was to be performed in another country. (3). If the person has property here, although his residence might be in another country.

321. LANDLORD'S COMPULSORY REPAIRS. Unless the lease expressly states the contrary, the landlord is required by law to keep in proper repair the roof, locks and doors of the building he leases.

322. WITHOUT PREJUDICE. The two words "without prejudice" have great importance when used in a legal sense. This use can be best shown by an illustration, viz.: Two persons are at variance and likely to be drawn into court, but the one desires an amicable settlement and is willing to make any reasonable concession to effect it. He, therefore, takes these two words, *without prejudice*, and writes them across the upper left hand corner of his letter, or in the body of the letter, and then makes his proposition, whatever it may be. The effect of those words is, that if the other party should not accept the proposition and terms thus offered, but the case goes to suit, this letter cannot be used in court as evidence against the writer. Hence by using these words in that way a person who wishes to avoid litigation may safely make advances to secure a peaceful settlement, and if not successful his case is not jeopardized. A convenient form at the beginning of the letter would be similar to the following:

Dear Sir: "Without prejudice" I hereby make you the following proposition, etc.

Also a debtor who may be taking the benefit of the Statutes of

Limitations may, by using these words, frankly acknowledge the justice of the claim against him and assure his creditor that he will still pay him, without reviving the *legal liability*.

323. REPLEVIN. A person whose goods, chattels or personal property of any description, or land, have been wrongfully detained, or where the original coming into possession of such property has been rightful, but have been wrongfully detained, may obtain a Judge's order for a Writ of Replevin. In case where the claimant can show that the delay in waiting for a Judge's order would materially prejudice his rights to such property, a Writ of Replevin may issue without a Judge's order. In such case the Sheriff would take and detain the property until a Judge's order or rule of the Court is obtained.

Before the Sheriff acts upon a Writ of Replevin the claimant is required to give him a bond to treble the amount of the property that he will prosecute the suit without delay, or make return of the property if a return is adjudged, and pay such damages to the defendant as he may have sustained through the proceedings. If the value of the goods for which the Writ of Replevin is obtained does not exceed $60, the writ may issue from the Division Court, if over $60 and up to $200, the writ may issue from the County Court.

A copy of the writ is not served on the defendant until after the property has been replevied or as much of it as is possible.

324. LAWS OF HEIRSHIP. The children are the legal heirs to their parents. For an unmarried man or woman the parents are first heirs; if parents are dead, then the brothers and sisters come next.

The husband dying intestate having children, one-third the property goes to the wife if living, and remainder to the children. If there are no children, then one-half goes to the wife, and the remainder goes to the husband's parents, or brothers and sisters if parents are deceased. A wife dying intestate her separate property is subjectto the same law as that here given for the husband.

325. FALSE PEDIGREE. Any person who wilfully signs any false pedigree intended for registration in any herd, flock or stud book, or who presents to the secretary or other official having charge of the register for the purpose of having the same entered therein any false or spurious pedigree, knowing the same to be false and spurious, may, any time within two years from the commission of the offence, be brought before a Justice and if convicted be liable to a penalty of not more than $100 nor less than $25, together with costs for each pedigree so signed or registered.

326. DAMAGES TO PRIVATE PROPERTY. Where persons sustain injuries on defective sidewalks or highway, an action for damages must be commenced within 3 months from the date when the alledged damages were sustained or became known to the claimant.

327. LIQUOR TO MINORS. The penalty for any licensed person who allows to be supplied in his premises by sale or otherwise, liquor to a minor after proper notice is liable to a fine of not less than $10, nor more than $20, besides costs for every such offence. The person who actually gives the liquor is liable to a similar penalty.

CHAPTER XXIV.

EXTRADITION.

328. EXTRADITION. The following are the cases for which a person may be extradited from the United States to Canada, or *vice versa:*

1. Murder, or attempt or conspiracy to murder.
2. Manslaughter.
3. Counterfeiting or altering money, and uttering counterfeited or altered money.
4. Forgery, counterfeiting or altering, or uttering what is forged, counterfeited or altered.
5. Larceny.
6. Embezzlement.
7. Obtaining money or goods, or valuable securities, by false pretences.
8. Crimes against bankruptcy or insolvency law.
9. Fraud by a bailee, banker, agent, factor, trustee, or by a director, member or officer of any company, which fraud is made criminal by any act for the time being in force.
10. Rape.
11. Abduction.
12. Child stealing.
13. Kidnapping.
14. False imprisonment.
15. Burglary, house-breaking or shop-breaking.
16. Arson.
17. Robbery.
18. Threats, by letter or otherwise, with intent to extort.
19. Perjury or subornation of perjury.
20. Piracy by municipal law or law of nations, committed on board or against a vessel of a foreign state.
21. Criminal scuttling or destroying such a vessel at sea, whether on the high sea or on the Great Lakes of North America, or attempting to do so.
22. Assault on board such vessel at sea, whether on the high seas

or on the great lakes of North America, with intent to destroy life or to do grevious bodily harm.

23. Revolt, or conspiracy to revolt by two or more persons on board such a vessel at sea, whether on the high seas or on the great lakes of North America, against the authority of the master.

24. Any offence under either of the following acts, and not included in any foregoing portion of this schedule:

a. "An Act respecting offences against the person."

b. "The larceny Act."

c. "An Act respecting forgery."

d. "An Act respecting offences relating to the coin."

e. "An Act respecting malicious injuries to property."

25. Any offence which is, in the case of the principal offender, included in any foregoing portion of this schedule, and for which the fugitive criminal, though not the principal, is liable to be tried or punished as if he were the principal. 40. V. C. 25, 2nd sched. part.

CHAPTER XXV.

GUARDING AGAINST FRAUD.

329. The itinerant swindler is always operating somewhere, in some line. Every class in the community has this enemy to watch against.

The following suggestions may be of service to farmers in guarding against the plots of their enemy in this line:

1. Never give money or a note, except it be to a well known firm, until the article purchased is in your possession and found to be according to agreement.

2. An article or a machine having been ordered, which, upon arrival at the freight or express office, is found to be not according to agreement, should not be received.

Although your order may be combined with an agreement as to the terms of payment, it will not bind you until you have *received* the goods. Of course, if the article is according to contract, it must be received if delivered at the place and time agreed upon; but if not according to contract, the article should be refused, and payment therefor cannot be enforced.

3. Always take a copy of every agreement that is made in writing, or any order given for machinery, goods, etc. The law does not compel an agent to give a copy of the orders he takes, but *you* can refuse to give the order. The agent should sign the company's name, together with his own, to the copy you retain, which should also be marked "copy."

4. Goods purchased when a lien is retained on them, the law requires that a copy of the lien be left with the purchaser.

5. In dealing with an agent, or any other person where a written contract, agreement or order is made, be assured of this, that nothing but the *written document* will be considered in court. No matter what else the other party promises in addition by word of mouth, or even in writing if on a separate paper or not referred to specially in the contract as a part of the contract it is utterly worthless.

6. In dealing with a strange agent, or the agent of a strange firm, never sign any lengthy document purporting to be an order or agreement, as such documents have been a fruitful source of fraud.

If an occasion should occur when it would seem desirable to enter into an agreement requiring such an instrument, it should not be signed except in the presence and under the advice of a lawyer.

7. If for any purpose it is necessary to give a promissory note to a stranger for any new kind of machinery or other property, it is not safe to use one of their printed forms unless it is a plain note without any clauses or words being added. It is better to use one of your own blanks, or write out a note from plain writing paper making the note payable to the person *only*, without either *bearer* or *order* being inserted. Then it is not negotiable and if there prove to be fraud or misrepresentation in connection with the transaction the note cannot be collected. And if the party will not accept such a note it is sufficient evidence that there is something wrong.

8. Don't sign agency papers for anything unless with a well known firm.

LEGAL AND BUSINESS FORMS.

330 STATUTORY DEED—

THIS INDENTURE made (in duplicate) the first day of April, in the year of our Lord one thousand eight hundred and ninety-two, IN PURSUANCE OF THE ACT RESPECTING SHORT FORMS OF CONVEYANCES.

BETWEEN James Smith of the Township of Stamford, County of Welland, and Province of Ontario, merchant, of the first part, and

Mary Jane Smith, wife of the party of the first part, of the second part, and Walter Winters of the Township of Stamford, County of Welland and province aforesaid, yeoman, of the third part.

WITNESSETH that in consideration of three thousand dollars ($3000) lawful money of Canada, now paid by the said party of the third part to the said party of the first part, (the receipt whereof is hereby acknowledged,) he, the said party of the first part, DOTH GRANT unto the said party of the third part, in simple fee

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Stamford, County of Welland, and Province of Ontario, containing by admeasurement one hundred acres, be the same more or less, being composed of the South part of lot Number 19, in the 7th Concession of the Township of Stamford aforesaid.

TO HAVE AND TO HOLD unto the said party of the third part, his heirs and assigns, to and for his and their sole and only use FOREVER, SUBJECT NEVERTHELESS, to the reservations, limitations, provisos and conditions expressed in the original GRANT made thereof from the Crown.

(NOTE: *The five following items are the covenants that make a warranty deed of this.*)

The said party of the first part COVENANTS with the said party of the third part, THAT he has the right to convey the said lands to the said party of the third part, notwithstanding any act of the said party of the first part.

And that the said party of the third part shall have quiet possession of the said lands, free from all incumbrances.

And the said party of the first part, COVENANTS with the said party of the third part, that he will execute such further assurances of the said land as may be requisite.

And the said party of the first part COVENANTS with the said party of the third part, that he has done no act to encumber the said lands.

And the said party of the first part RELEASES to the said party of the third part, ALL HIS CLAIMS upon the said lands.

And Mary Jane Smith, the party of the second part, hereby bars her dower in the said lands.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in presence of CHARLES SUMMERS. — JAMES SMITH. [L. S.] — MARY JANE SMITH. [L. S.]

COUNTY OF WELLAND: TO WIT: I, Charles Summers of the Township of Stamford, County of Welland and Province of Ontario, gentleman, make oath and say:

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and executed by James Smith and Mary Jane Smith, two of the parties thereto.

2. That the said Instrument and Duplicate were executed in the Township of Stamford.

3. That I know the said parties.

4. That I am a subscribing witness to the said Instrument and Duplicate.

Sworn before me in Stamford, in County of Welland, this fourth day of April, A. D. 1892. — CHARLES SUMMERS.

JOHN H. WILLIAMS,
A Commissioner for taking affidavits in Co. of Welland.

331. FORM OF QUIT CLAIM DEED—

THIS INDENTURE, made in duplicate, the first day of April, in the year of our Lord, one thousand eight hundred and ninety-two,

BETWEEN James Smith of the Township of Stamford, County of Welland, Province of Ontario, merchant, of the first part, and Mary Jane Smith, wife of the party of the first part, of the second part, and Walter Winters of the Township of Stamford, County of Welland, Province aforesaid, yeoman, of the third part.

Witnesseth that the said party of the first part, for and in consideration of the sum of three thousand dollars ($3000) of lawful money of Canada, to him in hand paid by the said party of the third part, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged). HAS GRANTED, released, and quitted claim, and by these presents DOTH GRANT, RELEASE AND QUIT CLAIM unto the said party of the third part, his heirs and assigns ALL estate, right, title, interest, claim and demand whatsoever, both at law and in equity or otherwise howsoever, and whether in posession or expectancy of him the said party of the first part, of, in, to or out of

ALL AND SINGULAR that certain parcel or tract of land premises situate, lying and being in the Township of Stamford, in the County Welland, Province of Ontario, containing by admeasurement one hundred acres, be the same more or less, being composed of the south part

of Lot No. 19, in the 7th Concession, in the Township of Stamford aforesaid.

To Have and to Hold the aforesaid land and premises, with all and singular the appurtances thereto belonging and appertaining unto and to the use of the said party of the third part, his heirs and assigns forever.

Subject Nevertheless, to the reservations, limitations, provisos and constitutions expressed in the original grant thereof from the Crown.

And Mary Jane Smith, the said party of the second part, hereby bars her dower in the said lands.

In Witness Whereof, the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered in presence of Charles Summers, James Smith, [L. S.] Mary Jane Smith, [L. S.]

Received on the day of the date of this indenture, the sum of Three Thousand Dollars ($3.000).

Witness: Charles Summers. James Smith.

Affidavit of witness to the execution.

County of Welland to wit: I, Charles Summers, of the Township of Stamford, County of Welland, Province of Ontario, Gentleman, make oath and say:

1. That I was personally present, and did see the within Instrument and the Duplicate thereof duly Signed, Sealed and Delivered by James Smith and Mary Jane Smith, two of the parties thereto.

2. That the said Instrument and Duplicate were executed in the Township of Stamford.

3. That I personally know the said parties.

4. That I am a subscribing witness to said Instrument and Duplicate.

Sworn before me in Stamford, County of Welland, Province of Ontario, this fourth day of April. A. D. 1892. Charles Summers.

John H. Williams, *a commissioner for taking affidavits.*

332. Form of Chattel Mortgage—

This Indenture made (in duplicate) this fourth day of January, one thousand eight hundred and ninety-two.

Between James Smith of the Township of Stamford, County of Welland, Province of Ontario, merchant, of the first part, hereinafter called the Mortgagor, and Walter Winters of the Township of Stamford, in the County of Welland, Province of Ontario, yeoman, hereinafter called the Mortgagee, of the second part,

Witnesseth that the Mortgagor for and in consideration of Five Hundred Dollars of lawful money of Canada to him in hand well and truly paid by the Mortgag e at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged) Hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign unto the Mortgagee, his executors, administrators and assigns, All and Singular the

Goods, chattels, furniture and household stuff hereinafter particularly mentioned and described:

One matched bay team, black mane and tail, five years old, fourteen hands high.

One democrat wagon, painted black, green striped, manufactured by Augustine & Kilmer of Humberstone.

One set double carriage harness, black leather and silver mounted, in good condition.

And one Little Massy-Harris self binder, manufactured by the Massy-Harris Company, Toronto,

All of which said goods and chattels are now lying and being on the premises situated in the Township of Stamford, Lot No. 19, in the Seventh Concession in the Township aforesaid, and being in possession of the said James Smith, the party of the first part,

TO HAVE AND TO HOLD all and singular the said goods and chattels, live stock and farming implements unto the Mortgagee, his executors, administrators and assigns, TO THE ONLY PROPER USE AND BEHOOF of the Mortgagee, his executors, administrators and assigns FOR EVER.

PROVIDED ALWAYS, and these present are upon this express condition that if the Mortgagor, his executors, administrators do and shall well and truly pay, or cause to be paid, unto the Mortgagee, his executors, administrators and assigns, the full sum of Five Hundred Dollars, with interest for the same at the rate of seven per cent. per annum, on the fourth day of March, 1893.

THEN THESE PRESENTS, and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in any wise notwithstanding.

AND the Mortgagor, for himself, his executors and administrators, shall and will warrant and forever defend by these presents ALL AND SINGULAR the said goods, chattels and property unto the Mortgagee, executors, administrators and assigns against him, the Mortgagor, his executors, administrators and assigns, and against all and every other person or persons whomsoever,

AND the Mortgagor doth hereby for himself, his executors and administrators, COVENANT, PROMISE and AGREE to and with the Mortgagor, his executors, administrators and assigns that the Mortgagor, his executors or administrators; or some or one of them, shall and will well and truly pay, or cause to be paid, unto the Mortgagee, his executors, administrators or assigns, the said sum of money in the said proviso mentioned, with interest for the same as aforesaid, on the day and time, and in the manner above limited for the payment thereof: AND ALSO IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT of the said sum of money in the said proviso mentioned, or of the interest thereon, or any part thereof; or in case the Mortgagor shall attempt to sell or dispose of or in any way part with the possession of said goods and chattels or any of them, or to remove the same or any part thereof out of the County of Welland, or suffer or permit the same to be seized or taken in execution without the consent of the Mortgagee, his executors, administrators or assigns to such sale, removal or disposal thereof, first had and obtained in writing, THEN and in such case it shall and may be lawful for the Mortgagee, his executors, administrators or assigns, with his or their servant or servants, and with such other assistant or assistants as he or they may require at any time during the day to enter into or upon any lands, tenements, houses and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession of and removing the goods and chattels. And upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the Mortgagee, his executors, administrators and assigns, and each or any of them, is, and are hereby authorized and empowered, to sell the said goods and chattles, or any of them or any part thereof, at public auction or private sale, as to them or any of them may seem meet. And from and out of the proceeds of such sale in the first place to pay and reimburse himself or themselves all such sums and sum of money for principal, interest, insurance and expenses as may then be due by these presents, and all such expenses as may have been incurred by the Mortgagee, his executors, administrators or assigns in consequence of the default, neglect or failure of the Mortgagor, his executors, administrators or assigns in payment of the said sum of money, with interest thereon as above mentioned, or in consequence such sale or removal as above mentioned, and in the next place to pay unto the Mortgagor, his executors, administrators and assigns all such surplus as may remain after such sale and after payment of such sum or sums of money and interest thereon as may be due by virtue of these Presents at the time of such seizure and after payment of the costs, charges and expenses incurred by such seizure and sale as aforesaid.

PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the Mortgagee, his executors, administrators and assigns to sell and dispose of the said goods and chattels,

but that in case of default of payment of the said sum of money, with interest thereon as aforesaid, it shall and may be lawful for the Mortgagee, his executors, administrators or assigns peacefully and quietly to have, hold, use, occupy possess and enjoy the said goods and chattels without the let, molestation, eviction, hindrance or interruption of h he Mortgagor, his executors, administrators or assigns, or any of them, or any other p 1 or persons whomsoever. AND the Mortgagor doth hereby further COVENANT, PI ISE and AGREE to and with the Mortgagee, his executors, administrators and assigns t in case the sum of money realized under such sale as above mentioned shall not be suffic to pay the whole amount due at the time of such sale, that the Mortgagor, his executors a admir istrators shall and will forthwith pay, or cause to be paid, unto the Mortgagee, his executors, administrators and assigns all such sum or sums of money, with interest thereon as may then be remaining due.

AND the Mortgagor doth put the Mortgagee in the full possession of said goods and chattels by delivering to him the Mortgagee this Indenture of Mortgage in the name of all the said goods and chattels at the sealing and delivery hereof.

AND the Mortgagor COVENANTS with the Mortgagee that he will, during the continuance of this mortgage, and any or every renewal thereof, INSURE THE CHATTELS hereinafter mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than Five Hundred Dollars, and will pay all premiums and moneys necessary for that purpose as the same becomes due, and will, on demand, assign and deliver over to the said Mortgagee, his executors and administrators the policy or policies of insurance and receipts thereof appertaining. PROVIDED that if on default of payment of said premium or sums of money by the Mortgagor, the Mortgagee, his executors or administrators may pay the same, and such sums of money shall be added to the debt hereby secured (and shall bear interest at the same rate from the day of such payment), and shall be repayable with the principal sum hereby secured.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hand and seals,

SIGNED, SEALED AND DELIVERED In the presence of CHARLES SUMMER. — JAMES SMITH, (L. S.) — WALTER WINTERS. (L. S.)

Affidavit of Mortgagee—

PROVINCE OF ONTARIO: COUNTY OF WELLAND, TO WIT. I, Walter Winters of the Township of Stamford, County of Welland, yeoman, the Mortgagee in the foregoing Bill of Sale, by way of Mortgage named, make oath and say: That James Smith, the mortgagor in the foregoing Bill of Sale by way mortgage named is justly and truly indebted to me this deponent, Walter Winters, the mortgagee therein named in the sum of five hundred dollars mentioned therein. That the said Bill of Sale by way of mortgage was executed in good faith and for the express purpose of securing the payment of the money so justly due or accruing due as aforesaid and not for the purpose of protecting the goods and chattels mentioned in the said Bill of Sale by way of mortgage against the creditors of the said James Smith the mortgagor from obtaining payment of any action against HIM.

SWORN before me at Welland, in the County of Welland, this 4th day of January, 1892. — WALTER WINTERS.

JAMES BROWN, *a commissioner for taking affidavits in H. C. J.*

Affidavit of witness—

PROVINCE OF ONTARIO: COUNTY OF WELLAND, TO WIT: I, Charles Summers of the Township of Stamford, County of Welland, mechanic, make oath and say: That I was personally present, and did see the within Bill of Sale by way mortgage duly signed, sealed and delivered by James Smith and Walter Winters, the parties thereto, and that the name Charles Summers set and subscribed as a witness to the execution thereof, is of the proper hand writing of me, this deponent, and that the same was executed at the Town of Welland, in the said County of Welland,

SWORN before me at Welland, in the County of Welland, this 4th day of January, in the year of our Lord, 1892. — CHARLES SUMMERS.

JAMES BROWN, *a commissioner for taking affidavits in H. C. J.*

RECEIVED on the day of the date of this Indenture from the mortgagee the sum of five hundred dollars mentioned.

WITNESS, CHARLES SUMMERS. — JAMES SMITH.

333. FORM OF DISCHARGE OF CHATTEL MORTGAGE—

DOMINION OF CANADA,

To the Clerk of the County Court of the County of Welland, I, Walter Winters, of the Township of Stamford, County of Welland, yeoman, do certify that James Smith of the Township of Stamford, County of Welland, Province of Ontario, hath satisfied all money due on or to grow due on a certain Chattel Mortgage made by James Smith, aforesaid, to Walter Winters of the Township of Stamford aforesaid, which mortgage bears date the fourth day of January, A. D. 1892, and was registered in the office of the Clerk of the County Court of the County of Welland on the fifth day of January, A. D. 1892, as No. 4287.

That such Chattel Mortgage has not been assigned, and that I am the person entitled by law to receive the money, and that such mortgage is therefore discharged.

Witness my hand this fifteenth day of December, A. D. 1892.

WITNESS,
CHARLES SUMMERS,
Stamford, residence.
Student, occupation.

WALTER WINTERS.

ONTARIO:
COUNTY OF WELLAND.
TO WIT:

I, Charles Summers, of the Township of Stamford, County of Welland, student, make oath and say:

1. That I was personally present and did see the within Certificate of Discharge of Chattel Mortgage duly signed, sealed and executed by Walter Winters, one of the parties thereto.

2. That the said certificate was issued at the Township of Stamford.

3. That I know the said parties.

4. That I am a subscribing witness to the said certificate.

SWORN before me at Welland, in the County of Welland, this fifteenth day of December, in the year of our Lord 1882.

CHARLES STMMERS.

JAMES BROWN, *a commissioner for taking affidavits in the H. C. J.*

334. RENEWAL OF CHATTEL MORTGAGE—

Statement exhibiting the interest of Walter Winters in the property mentioned in a Chattel Mortgage dated the fourth day of January, 1892, made between James Smith of the Township of Stamford, County of Welland of the one part, and Walter Winters of the Township of Stamford aforesaid, of the other part, and filed in the office of the Clerk of the County Court of the County of Welland, on the fifth day of January, 1892, and of the amount due for principal and interest thereon, and of all payments made on account thereof.

The said Walter Winters is still the mortgagee of the said property and has not assigned the said mortgage. One payment has been made on the said mortgage.

The amount still due for principal and interest on the said mortgage is the sum of three hundred dollars, computed as follows:

Principal	$500 00
Interest 1 year, ending January 4, 1891	35 00
	$535 00
—*Cr.*—	
By cash January 4, 1891	235 00
Balance due	$300 00

Affidavit of mortgagee as to correctness of statement and the balance.

COUNTY OF WELLAND,
TO WIT:

I, Walter Winters, of the Township of Stamford, County of Welland, and, the mortgagee named in the Chattel Mortgage mentioned in the annexed statement, make oath and say:

1. That the annexed statement is true.

2. That the Chattel Mortgage mentioned in the said statement has not been kept on foot for any fraudulent purpose.

SWORN before me at the Town of Welland, County of Welland, this 2nd day of January, 1892.

WALTER WINTERS.

JAMES BROWN, *a commissioner for taking affidavits in H. C. J.*

335. BILL OF SALE—

THIS INDENTURE, made the fourth day of April in the year of our Lord one thousand eight hundred and ninety-two, between James Smith of the Town of Welland, in the County of Welland, and Province of Ontario, merchant, vendor of the first part, and Walter Winters of the Town of Welland aforesaid, gentleman, the vendee of the second part.

WHEREAS the said party is possessed of the stock of dry goods and groceries and store and office fixtures hereinafter set forth, described and enumerated, and hath contracted and agreed with the said party of the second part for the absolute sale to him of the same, for the sum or six hundred dollars.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of six hundred dollars of lawful money of Canada, paid by the said party of the second part, at or before the sealing and delivery of these presents; (the receipt whereof is hereby acknowledged), he, the said party of the first part hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said party of the second part, his executors, administrators and assigns, ALL THOSE the said dry goods and groceries and store and office fixtures as per inventory hereunto attached and marked "A."

AND all the right, title, interest, property, claim and demand whatsoever, both at law and equity, or otherwise howsoever, of him the said party of the first part, of, in, to, and out of the same and every part thereof.

TO HAVE AND TO HOLD the said hereinbefore assigned dry goods, groceries and store and office fixtures and every of them and every part thereof, with the appurtances, and all the right, title and interest of the said party of the first part thereto and therein, as aforesaid, unto and to the use of the said party of the second part, his executors, administrators, and assigns, to and for his sole and only use forever.

AND the said party of the first part doth hereby, for his heirs, executors, and administrators, covenant, promise and agree with the said party of the second part, his executors and administrators, in the manner following, that is to say: That he, the said party of the first part, is now rightfully and absolutely possessed of and entitled to the said hereby assigned dry goods, groceries and store and office fixtures, and every part thereof; and that the said party of the first part, now hath in his good right to assign the same unto the said party of the second part, his executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents: and that the said party here, of the second part, his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said hereby assigned goods and fixtures and every of them, and every part thereof, to and for his own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by him the said party of the first part, or any person or persons whomsoever, and that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said party of the first part, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges, and incumbrances whatsoever:

AND moreover, that he the said party of the first part, and all persons rightfully claiming, or to claim any estate, right, title or interest of, in, or to the said hereby assigned goods and fixtures and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said party of the second part, his executors, administrators or assigns, but at the cost and charge of the said party of the second part, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods and fixtures unto the said party of the second part, his executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents, as by the said party of the second part, his executors, administrators or assigns, or his counsel shall be reasonably advised or required.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED In the presence of CHARLES SUMMERS. — JAMES SMITH, [L. S.]

WALTER WINTERS, [L. S.]

Affidavit of purchase as to the sale being bona fide for value:

COUNTY OF WELLAND, TO WIT: I, Walter Winters of the Town of Welland, in the County of Welland, the vendee in the foregoing Bill of Sale named, make oath and say:

THAT the sale therein made is bona fide, and for good consideration, namely, six

hundred dollars, and not for the purpose of holding or enabling me, this deponent, to hold the goods mentioned therein against the creditors of the said bargainor.

SWORN before me at Welland, in the County of Welland, this 4th day of April, A. D. 1892. } WALTER WINTERS.

JAMES BROWN, *a commissioner for taking affidavits in H. C. J.*

Affidavit of witness proving the signing, sealing and delivery of the Bill of Sale—

COUNTY OF WELLAND, TO WIT: } I, Charles Summers of the Town of Welland, in the County of Welland, make oath and say:

THAT I was personally present, and did see the within Bill of Sale duly signed, sealed and executed by James Smith and Walter Winters, the parties thereto. AND that I this deponent am a subscribing witness to the same. AND that the name Charles Summers, 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 Welland.

SWORN before me at the Town of Welland, County of Welland, this 4th day of April, 1892. } CHARLES SUMMERS.

JAMES BROWN, *a commissioner for taking affidavits in H. C. J.*

336. SHORT HOUSE LEASE—

THIS INDENTURE, made the fourth day of April in the year of our Lord one thousand eight hundred and ninety-two, in pursuance of the act respecting short forms of leases, between James Smith of of the Town of Thorold, in the County of Welland, gentleman, hereafter called the lessor of the first part, and Walter Winters of the same place, merchant, hereinafter called the lessee of the second part;

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained by the said lessee, his executors, administrators, and assigns, to be respectively paid, observed, and performed, the said lessor hath demised and leased, and by these presents doth demise and lease unto the said lessee all the store and premises on Front Street in the Town of Thorold, in the County of Welland. known as No. 1, in the Battle Block, including basement or cellar, and lately occupied by James Walsh & Co. as a Boot and Shoe store.

TOGETHER with all the rights, members, and appurtances whatsoever to the said premises belonging and appertaining; to have and to hold the said hereby demised premises, with their appurtances, unto the said lessee his executors, administrators and assigns, for the term of three years, to be computed from the fourth day of April, one thousand eight hundred and ninety-two.

Yielding and paying therefor, unto the said lessor, his heirs or assigns, the clear yearly rent or sum of three hundred dollars of lawful money of Canada, in even portions, of quarterly instalments on the fourth days of July, October, January and April in each and every year during the continuance of the said term, without any deduction defalcation or abatement whatsoever; the first payment to be made on the fourth day of July next.

AND the said lessee for himself, his heirs, executors, administrators, and assigns, hereby covenant with the said lessor his heirs and assigns, to pay rent, and to pay taxes, and to repair; and that the said lessor may enter and view state of repair; and that the said lessee

will repair according to notice; and will not assign or sub-let without leave; and will not carry on any business that shall be deemed a nuisance on the said premises; and that he will leave the premises in good repair.

And also, that if the term hereby granted shall be at any time seized or taken in execution, or in attachment, by any creditor of the said lessee, or if the said lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current quarter's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void.

And it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purposes of the said lessee, then, and so often as the same shall happen, the rent thereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained, and all remedies for recovering the same, shall be suspended and abated, until the said premises shall have been rebuilt or made fit for the purposes of the said lessee.

Proviso for re-entry by the said lessor on non-payment of rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

The said lessor covenants with the said lessee for quiet enjoyment.

In witness whereof, the said parties have hereunto set their hands and seals.

Signed, Sealed and Delivered in the presence of Charles Summers.	James Smith.	[L. S.]
	Walter Winters.	[L. S.]

337. FARM LEASE—

In a Farm lease other clauses are usually inserted, similar to the following, defining particularly how the land is to be tilled, crops to be raised, disposition of straw, etc.:

And that the said Lessee will, during the said term, cultivate, till, manure and employ such part of said demised premises as is now, or shall hereafter be brought under cultivation, in a good husband-like and proper manner, so as not to impoverish or injure the soil, and plough said land in each year during said term (seven) inches deep and at the end of said term will leave the land so manured as aforesaid. And will crop the same during the said term by a regular rotation of crops in a proper farmer-like manner, so as not to impoverish or injure the soil of the said land, and will use his best and earnest endeavors to rid said land of all docks, wild mustard, red roots, Canada thistles

and other noxious weeds. AND will preserve all orchard and fruit trees (if any) on the said premises, from waste, damage or destruction AND will spend, use and employ, in a husband-like manner, upon the said premises, all the straw and dung which shall grow, arise, renew, or be made thereupon. AND will allow any incoming tenant to plough the said land after harvest in the last year of the said term, and to have stabling for two horses and bed room for one man. AND will leave at least ten acres seeded down with timothy and clover seed.

AND shall not nor will during the said term cut any standing timber upon the said lands, except for rails or for buildings upon the said demised premises, or for firewood upon the premises, and shall not allow any timber to be removed from off the said premises. AND ALSO shall and will, at the cost and charges of the said Lessee, well and sufficiently repair, and keep repaired, the erections and buildings, fences and gates erected, or to be erected, upon the said premises.

338. FORM OF WILL—

THIS is the last Will and Testament of me, James Smith of the Town of Niagara Falls, in the County of Welland and Province of Ontario, merchant, made this fourth day of April in the year of our Lord one thousand eight hundred and ninety-two.

I revoke all former Wills or other Testamentary Dispositions by me at any time heretofore made, and declare this to be my last Will and Testament.

I direct all my just debts, funeral and testamentary expenses to be paid and satisfied by my executors hereinafter named, as soon as conveniently may be after my decease.

I give, devise and bequeath all my real and personal estate which I may die possessed of or interested in, in the manner following, that is to say:

I give, devise and bequeath to my beloved wife, Florence Ethel Smith lot No. 6 in the second Concession of Township of Stamford, County of Welland, and Province of Ontario, containing by admeasurement one hundred acres, be the same more or less; also lot No. 4 on the east side of Simcoe street in the Town of Niagara Falls, containing by admeasurement three-quarters of an acre, be the same more or less, which is my present residence, and all appurtances connected therewith, with all my household goods of which I am possessed.

I give, devise and bequeath to my son Charles Edmund the farm known as the Walnut Grove Place, being lot No. 8 in the first Concession of the Township of Niagara in the County of Lincoln, together with all the crops, stock and utensils which may be thereon at the the time of my decease; and also the property in the city of St. Catharines, Ont., known as the Arlington Block, being Lot No. 18 on the east side of King street, subject to a legacy of five hundred dollars to be paid to my nephew, John Alexander Smith, in two equal annual instalments of two hundred and fifty dollars each without interest, the

first payment to become due and payable one year after my death, said legacy to be the first charge on the said property.

I give, demise and bequeath to my nephew, John Alexander Smith aforesaid, a legacy of five hundred dollars hereinbefore provided for. All the residue of my estate not hereinbefore disposed of I give, devise and bequeath unto my beloved wife, Florence Ethel Smith.

I give, devise and bequeath to my daughter Grace, wife of James D. Chamberlain, twelve shares in the capital stock of the Provincial Natural Gas Company, which now stands in my name on the books of said company, also two thousand dollars in cash.

AND I nominate and appoint my wife, Henry Simmons and Donald Henderson, all of the Town of Niagara Falls, in the County of Welland, to be co-executors of this my last Will and Testament, hereby revoking all former wills by me made.

IN WITNESS THEREOF I have hereunto set my hand the day and year first above written.

JAMES SMITH.

SIGNED, PUBLISHED AND DECLARED by the said James Smith, the testator, as and for his *Last Will and Testament*, in the presence of us, who both present together at the same time, in his presence, at his request, and in the presence of each other, have hereunto subscribed our names as witnesses.

CHARLES SUMMERS.

F. W. WILLIAMS.

339. AGREEMENT FOR HIRE OF LABOR—

This agreement, made the 3rd day of April, 1892, between John Smith of Grantham, yeoman, of the first part, and James Robinson of St. Catharines, laborer, of the second part.

Witnesseth that the party of the second part agrees with the party of the first part to serve him as a farm laborer and general servant for the period of one year from this date, and in all things to faithfully observe and do all the reasonable wishes and commands of the party of the first part.

And the party of the first part agrees to pay the party of the second part one hundred and fifty dollars and to board and lodge the party of the second part during said period, and to cause all necessary laundry wash to be done for him. Said money to be paid as follows: Fifty dollars in six months, and the balance at the expiry of said service.

Witness our hands the day and year above written.

WITNESS: CHARLES SUMMERS.

JAMES ROBINSON,
JAMES SMITH.

340. REGISTRATION OF PARTNERSHIP—

PROVINCE OF ONTARIO. } COUNTY OF LINCOLN. } We, John Smith and John Robinson of the City of St. Catharines, County of Lincoln, Province of Ontario, hereby certify:

1. That we have carried on and intend to carry on the trade and

business of Carriage Building and General Blacksmithing at St. Catharines in partnership, under the name of the firm of Smith & Robinson.

2. That the said partnership has subsisted since the 15th day of December, 1891.

3. That we are and have been since the said day the only members of the said partnership.

WITNESS our hands at St. Catharines this 2nd day of January, 1892. } JAMES SMITH. JAMES ROBINSON.

341. REGISTRATION OF DISSOLUTION—

A notice of dissolution of a partnership is also required to be recorded in the County Registry Office. The following form will answer:

PROVINCE OF ONTARIO: COUNTY OF LINCOLN. } I, James Robinson, formerly a member of the firm carrying on the business of Carriage Building and General Blacksmithing at St. Catharines, County of Lincoln, under the name and form of Smith & Robinson, do hereby certify that the said partnership was on the 2nd day of September dissolved.

Witness my hand at St. Catharines this the third day of September, 1892. JAMES ROBINSON.

342. NOTICE TO QUIT BY LANDLORD—

Please take notice that you are hereby required to surrender and deliver up possession of the house and lot known as No. 4 James street, in the Village of Merritton, which you now hold of me; and to remove therefrom on the first day of June next, pursuant to the provisions of the statute relating to the rights and duties of landlord and tenant.

Dated this 25th day of April, 1892.

To Walter Winters,
Tenant.

JAMES SMITH,
Landlord

343. NOTICE TO QUIT BY TENANT.

I hereby give you notice that I shall quit and deliver up possession of the premises I now occupy as tenant, known as house and lot No. 4, James street, in the Village of Merriton.

Dated this 25th day of April, 1892.

To James Smith,
Landlord.

WALTER WINTERS,
Tenant.

344. NOTICE TO TENANT.

To Mr Walter Winters, St. Catharines, Ont.

TAKE NOTICE, that I claim the sum of fifty dollars, for rent due me in respect of the premises which you hold as my tenant, namely Lot No. 16 on the North side of St. James street in the town of Niagara Falls, in the County of Welland, and unless the said rent is paid I demand from you immediate possession of the said premises; and I am ready to leave in your possession such of your goods and chattels as in that case only you are entitled to claim exemption for.

TAKE NOTICE FURTHER, that if you neither pay the said rent nor give me up possession of the said premises after the service of this notice, I am by law entitled to seize and sell, and I intend to seize and sell, all your goods and chattels, or such part thereof as may be necessary for the payment of the said rent and costs.

This notice is given under the Act of the Legislature of Ontario respecting distress for rent or taxes.

Dated this 4th day of April, A.D. 1892.

JAMES SMITH.

After giving the preceding notice, if the tenant still remains in possession, the landlord may then seize and sell the last article on the place, if need be, to recover the amount of rent due and costs. If the tenant does not wish to lose his exemptions he should take them and move out immediately.

345. EXEMPTIONS FROM SEIZURE—

The list of exemptions from landlord's warrant or under any execution is given in section 90, which see.

On a monthly tenancy, however, these exemptions only hold against two months arrears of rent. If the monthly tenant owes for a longer period than two months, the landlord can distrain and sell to recover what is due over the two months.

If the landlord distrains, or any other creditor seizes under an execution, the tenant or debtor has the legal right to select and point out the goods and chattels as to which he claims exemptions. For instance, there are six chairs named among the exemptions; hence the debtor, instead of taking six common chairs, may select the best in the house, and the same all through the list.

The bailiff or sheriff has no legal authority to interfere in this selection, so long as the debtor takes only the number or quantity reserved to him by the law.

Distraining for rent breaks the lease, and the tenant is at liberty to take his exemptions and move out immediately.

A landlord cannot distrain before rent is due, and if a tenant moves out before it is due, the landlord cannot follow and distrain elsewhere without becoming liable for an action for trespass and illegal seizure.

346. TENANT AND LANDLORD'S TAX—

The tenant's exemptions cannot be seized for the landlord's taxes.

347. RAISING THE RENT—

Simply giving notice to a tenant that at such a time the rent will be increased is not sufficient. The notice must be to vacate, that is, order the tenant out. Then after that the notice may be given for an advance in rent.

348. NOTICE CLAIMING DOUBLE RENT FOR HOLDING OVER—

To Mr. W. Winters, St. Catharines, Ont.

I hereby give you notice that if you do not deliver up possession of the house and premises situate No. 10 in Queen street, in the City of St. Catharines, on the first day of June next, according to my notice to quit, dated the 25th day of April, I shall claim from you double the yearly value of the premises for so long as you keep possession of them after the expiration of the said notice, according to the statute in that case provided.

Dated the 20th day of May, 1895.

Witness: JAMES SMITH,
J. SAUNDERS. Landlord.

349. PRIORITY OF CLAIMS AMONG CREDITORS—

1. Tax is the first lien on property.
2. Wages for 30 days.
3. Landlord's preference for one year's rent.
4. Mortgages.
5. Judgments.

350. PROPERTY LEFT FOR REPAIRS, ETC.—

Carriage or other property left for repairs and not called for at proper time and charges settled, cannot be put out from under shelter, and thus allowed to receive injury, even after notifying the owner that such steps would be taken. It must be properly cared for the same as though it were in a warehouse.

Such articles cannot be sold to recover the cost of repairs until the expiration of one year, and then only by public auction.

351. THE WIFE'S PROPERTY—

The husband cannot mortgage any goods that belong to the wife, either by purchase with her own money or gifts from other persons.

The wife need not sign a chattel mortgage.

352. WIFE NOT LIABLE FOR FAMILY DEBTS—

A wife keeping boarders and buying goods for the general family expenses does not render her separate estate liable for the debts. The husband and the husband's property only are liable.

353. ABSCONDING DEBTORS—

The goods of a debtor moving out of the place but not out of the country cannot be stopped by a creditor unless under an execution.

One leaving the country may be stopped before judgment provided he has more goods than the exemptions.

An absconding debtor leaving the country may be arrested and held in custody for bail by a person having a claim against him of $100 or upwards.

354. REFUSING PART PAYMENT—

The refusal to accept part payment on an account or note does not affect the debt.

The refusal to accept payment tendered in full does not cancel the debt, but it stops all interest and expense thereafter.

355. RELIEVING GOODS UNDER A CHATTEL MORTGAGE—

If the holder of a chattel mortgage allows the mortgagor to dispose of any of the articles covered by it, the mortgage is thereby destroyed. He cannot relieve part without destroying his claim.

356. BUYING STOLEN PROPERTY—

Stolen property being sold to innocent third parties for value does not obtain a good title as in the case of negotiable paper. The owner will take it wherever found.

357. MONEY WRONGFULLY RETAINED—

Money given to a merchant or other person for exchange by one who is indebted cannot be retained and applied on account if the debtor objects.

358. LEGAL TENDER—

In Canada, copper coins are legal for the payment of a debt up to twenty-five cents, silver for $10.00, and gold, Dominion or bank notes for any amount.

359. COPYRIGHT—

In Canada, any person living in Canada, Great Britain or any of her Colonies, or in any country having a copyright treaty with Great Britain, may secure the advantages of a copyright on any book, picture, drawing, map or chart, etc. The article must be published, printed, produced or reproduced in Canada. Copyright is for twenty-eight years.

Every article copyrighted must contain a notice of the copyright. Any person who has not lawfully acquired a copyright, and who inserts a notice asserting the existence of such copyright, is liable to a penalty of $300.

Any infringement of a copyright incurs a heavy fine and the confiscation of the works.

The fees for securing the copyright are $1.00 for certificate of registration, and 50 cents for a certified copy, which is forwarded to the author.

To secure a copyright, any person of ordinary education may do all the correspondence. Write to Minister of Agriculture as follows:

To the Minister of Agriculture,
(Copyright Branch), Ottawa,

who will forward a copy of the Copyright Act and full information. No postage is required in the correspondence, and the Rules and Regulations are so clear that no difficulty will be experienced in doing the work.

PART II.

345. FORM OF ACCOUNT—

ST. CATHARINES, April 4, 1892.

Mr. A. J. Simmons, in account with D. W. Jones:

Jan. 4.	To one set double harness	$28 00	
Jan. 21.	To repairing harness	1 50	
Feb. 6.	To one set single harness	18 00	
Feb. 24.	To one saddle	8 00	
Mar. 8.	To one set of collars	6 00	
Mar. 12.	To repairing	60	
			$62 10
	—*Cr.*—		
Jan. 10.	By cash	$15 00	
Feb. 27.	By cash	25 00	
			$40 00
	Balance due		$22 10

The name should not be signed at the foot of the account where it is not paid in full.

346. A BILL SETTLED BY NOTE—

ST. CATHARINES, April 4, 1892.

Mr. A. J. Simmons,

Bought of D. W. Jones.

25 yards M. De Laine	@15	$ 3 75	
1 pc. B. Muslin, 40 yds	@ 8	3 20	
3 dz. spools Coates' cotton	@50	1 50	
1 pc. sheeting, 42 yds	@25	10 50	
			$18 95

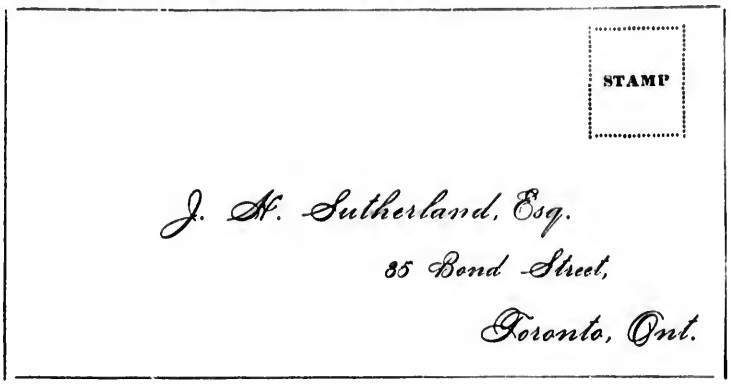
Settled by his note at 30 days.

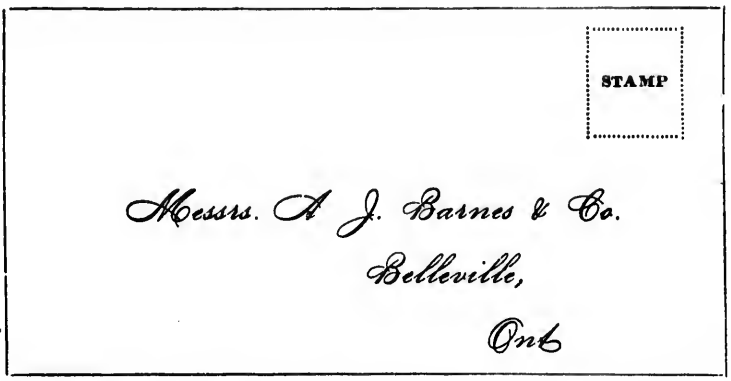
D. W. JONES.

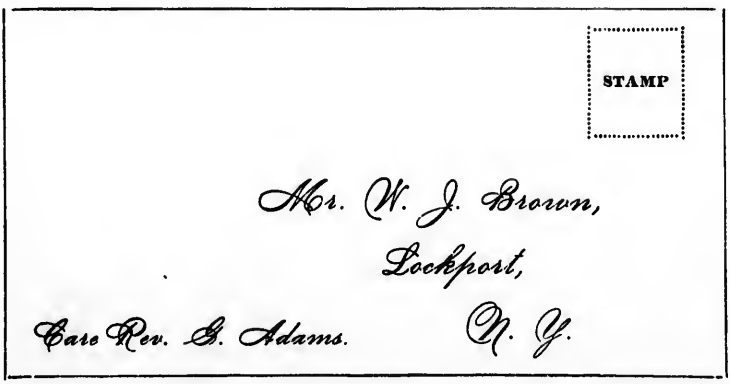
347. BUSINESS ADDRESSES—

The following are ordinary forms of address for the envelope in business correspondence. Where it is necessary to insert the county as well, it may be placed in the lower left hand corner, as in the last form where Mr. Adams' name stands, or it could be placed where the street number is used in the first form. The address should always commence about the middle of the envelope, as shown here, and far

enough to the left not to crowd the margin at the right or to cramp the writing. The stamp always goes in the upper right hand corner.







MISCELLANEOUS RULES.

348. TO MEASURE GRAIN ON THE FLOOR—

Make the pile in the shape of a pyramid or cone, and multiply the area of the base by one-third the height.

To find the area of the base, multiply the square of its diameter by the decimal .7854.

Example—A conical pile of grain is 10 feet in diameter, and 6 feet high, how many bushels does it contain?

$$10x10x.7854x2 = 157.08 \text{ bushels.}$$

349. TO MEASURE GRAIN IN BIN—

Level the grain, then multiply together the length, breadth and depth in inches, and divide by 2150.4, the result will be the number of bushels.

Example—How many bushels of barley in a bin 8 feet long, 6 feet wide and 3 feet deep?

$$\frac{96x72x36}{2150.4} = 115.76 \text{ bushels.}$$

Shorter rule—Level the grain, then ascertain the space it occupies in cubic feet, multiply the number of cubic feet by 8, and point off one figure from the right.

For every 300 bushels 1 extra bushel must be added to be literally correct. To make it equal to the Imperial, [illegible] ushels must be subtracted from every hundred.

Example—How many bushels of barley in a bin 8 feet long, 6 feet wide and 3 feet deep?

$$8x6x3x8 = 115.2 \text{ bushels.}$$

With the half bushel added, as stated in the rule, would give about the same result as the previous longer rule.

350. WEIGHT OF CATTLE BY MEASUREMENT—

Measure in inches the girth around the breast, just behind the shoulder blade, and the length of the back from the tail to the forepart of the shoulder blade. Multiply the girth by the length, and divide by 144. If the girth is less than three feet, multiply the quotient by 11. If between 3 and 5 feet, multiply by 23. If between 7 and 9, multiply by 31. If the animal is lean deduct one-twentieth the result. The answer will be the live weight in pounds.

351. TO MEASURE CORN IN THE CRIB—

Two cubic feet of corn in the ear make one bushel of shelled corn.

therefore to find the approximate number of bushels of shelled corn in a crib, the corn being levelled, multiply the length, width and height in feet of the corn together and divide the result by two.

352. ROUND LOGS REDUCED TO BOARD MEASURE—

From the logs in inches subtract 4 for the slabs, then multiply the remainder by half itself and the product by the length of the log in feet and divide the result by 8; the quotient will be the number of square feet that can be cut from the log.

Example—How many feet of square edged boards can be cut from a log 28 feet long, 24 inches in diameter?

$$\frac{20 \times 10 \times 28}{8} = 700 \text{ feet.}$$

353. NUMBER OF PLANTS FOR AN ACRE OF GROUND—

1 foot by 1 foot	43,560	5½ feet by 5½ feet	1,417
1½ feet by 1½ feet	19,360	6 feet by 6 feet	1,210
2 feet by 1 feet	21,780	6½ feet by 6½ feet	1,031
2 feet by 2 feet	10,890	7 feet by 7 feet	881
2½ feet by 2½ feet	6,960	8 feet by 8 feet	680
3 feet by 1 feet	14,520	9 feet by 9 feet	537
2 feet by 2 feet	7,260	10 feet by 10 feet	435
3 feet by 3 feet	4,840	11 feet by 11 feet	360
3½ feet by 3½ feet	3.555	12 feet by 12 feet	302
4 feet by 1 feet	10,890	13 feet by 13 feet	257
4 feet by 2 feet	5,445	14 feet by 14 feet	222
4 feet by 3 feet	3,630	15 feet by 15 feet	193
4 feet by 4 feet	2,722	16 feet by 16 feet	170
4½ feet by 4½ feet	2,151	16½ feet by 16½ feet	160
5 feet by 1 feet	8,712	17 feet by 17 feet	150
5 feet by 2 feet	4,356	18 feet by 18 feet	134
5 feet by 3 feet	2,904	19 feet by 19 feet	120
5 feet by 4 feet	2,178	20 feet by 20 feet	108
5 feet by 5 feet	1,742	25 feet by 25 feet	69

354. NUMBER OF NAILS PER POUND.

2 penny—1 inch, 557 nails per pound.
3 penny—1¼ inches, 353 nails per pound.
4 penny—1½ inches, 232 nails per pound.
5 penny—1¾ inches, 232 nails per pound.
6 penny—2 inches, 167 nails per pound.
7 penny—2¼ inches, 141 nails per pound.
8 penny—2½ inches, 101 nails per pound.
10 penny—2¾ inches, 68 nails per pound.
12 penny—3 inches. 54 nails per pound.
20 penny—3½ inches, 34 nails per pound.
Spikes—4 inches, 16 nails per pound.
Spikes—4½ inches, 12 nails per pound.
Spikes—5 inches, 10 nails per pound.

From the above table an estimate of quantity of any job of work can be made.

355. TO MEASURE HAY IN MOW—

Multiply the length, width and height in yards and divide by fifteen, if the hay is well packed; if the mow is shallow and the hay not well settled, divide by eighteen.

356. FINDING VALUE OF LUMBER—

To find the value of a quantity of lumber when the price is given per thousand feet. Multiply the number of feet by the price per thousand and divide by 1,000, or simply point off three figures from the right.

Example: 1,720 feet of lumber @ $25 per thousand feet:

$$1{,}720 \times 25 = \$43.00.$$

357. FINDING THE VALUE OF HAY—

To find the value of hay, multiply the number of pounds by the price per ton and divide by 2,000; or shorter, multiply the number of pounds by half the price per ton and point off three figures from the right.

Example: 2,700 pounds @ $18 per ton.

First Rule.

$$\frac{2{,}700 \times 18}{2{,}000} = \$24.30$$

Second Rule.

$$2{,}700 \times 9 = \$24.300.$$

358 MEASURING LAND—

To find the number of acres, or fraction of an acre, in a rectangular lot. Multiply the length by the width, and divide the product by 160, if the measurement is in rods, or by 43,560, if given in feet.

Example—What is the number of acres, 80 rods long and 30 rods wide?

$$\frac{80 \times 30}{160} = 15 \text{ acres.}$$

To find the contents of a triangular piece of land having one rectangular corner. *Multiply the two shorter sides together and take one-half the result*, will give the number of rods or feet according as the measurement is given in rods or feet.

Example—How many square rods in a triangular lot having one rectangular corner, one side being 8 rods, the second 20 rods and the third 25 rods?

$$\frac{8 \times 20}{2} = 80 \text{ rods or } \tfrac{1}{2} \text{ acre.}$$

To find the number of acres in a triangular field. *Multiply the base (which may be either side) by one half the number of rods from that side to the opposite angle, and divide the product by* 160, *will give the number of acres.*

Example—A triangular field 100 rods on one side and 80 rods from that side to the opposite angle, how many acres?

$$\frac{100 \times 40}{160} = 25 \text{ acres.}$$

359. MEASUREMENT OF WOOD—

To find the number of cords in a pile. *Multiply the length, width and height together, and divide by* 128.

Example—A pile of cord wood 60 feet long, 4 feet wide and 7 feet high.

$$\frac{60 \times 4 \times 7}{128} = 13\tfrac{1}{8} \text{ cords.}$$

360. MEASUREMENT OF LUMBER—

To find the number of feet in a board. Multiply the length in feet by the width in inches, and divide by 12.

Example—A board of inch lumber, 16 feet long and 15 inches wide.

$$\frac{16 \times 15}{12} = 20 \text{ feet.}$$

To find the number of feet in a plank or scantling. *Multiply the length, width and thickness together, and divide by* 12.

Example—A plank 18 feet long, 2 inches thick, and 10 inches wide

$$\frac{18 \times 2 \times 10}{12} = 30 \text{ feet.}$$

361. DIFFERENCE OF TIME BETWEEN CITIES—

For a difference of one degree in Longitude, there is a difference of four minutes in time. Hence, to ascertain the difference in time between cities or countries, refer to your map and notice the difference in degrees of longitude between the two places and multiply this difference in degrees by four; the product will be the difference in time.

To find the time at each place, the difference of time must be added for places *east* and subtracted for places *west.*

Examples: Boston is six degrees *east* of Washington, hence $6 \times 4 = 24$ minutes difference in time; therefore, when it is 12 o'clock at Washington it will be 24 minutes past 12 at Boston.

San Francisco is $45\frac{1}{2}$ degrees west of Washington, hence $45\frac{1}{2} \times 4 = 182$ minutes difference in time; therefore, 12 noon at Washington would only be 8.58 at San Francisco.

Victoria, B. C., is about 44 degrees west of St. Catharines, hence $44 \times 4 = 156$ minutes difference in time; therefore, 12 o'clock here would be only 9.24 at Victoria, or the eastern shore of Vancouver.

362. PRACTICAL RULES—

The diameter of a circle multiplied by 3.1416 equals the circumference.

The radius of a circle multiplied by 6.283185 equals the circumference.

The circumference of a circular divided by 6.283185 equals the radius.

The circumference of a circle multiplied by .159155 equals the radius.

The circumference of a circle divided by 3.1416 equals the diameter.

The square root of the area of a circle multiplied by 1.12838 equals the diameter.

The square of the radius of a circle multiplied by 3.1416 equals the area.

The square of the diameter of a circle multiplied by .7854 equals the area.

The square of the circumference of a circle multiplied by .07958 equals the area.

The circumference of a circle multiplied by one-fourth the diameter gives the area

363. MISCELLANEOUS ITEMS—

One cubic foot of water weighs 1,000 ounces.

One cubic yard of sand is estimated one load.

One hundred and twenty-eight cubic feet make a cord.

One cord of broken stone builds 100 cubic feet of wall 12 inches thick.

One ton of hard coal measures 33 cubic feet.

One ton of soft coal measures 42 cubic feet.

Three bunches of shingles cover one square—100 feet.

One gallon of water is equal to 277.274 cubic inches, Imperial measure; and 231 the old Wine measure, also the United States measure.

One cubic foot of water equals 25 quarts, within a small fraction.

A cubic yard of mortar requires one cubic yard of sand and nine bushels of lime, and will fill thirty hods.

One thousand bricks, closely stacked, occupy about 56 cubic feet.

One thousand old bricks, cleaned and loosely stacked, occupy about 72 cubic feet.

Stock bricks commonly measure 8¾ inches by 4¼ inches by 2¾ inches, and weigh from 5 to 6 lbs. each.

1,000 shingles, laid 4 inches to the weather, will cover 100 square feet of surface, and 5 lbs. of shingle nails will fasten them on.

One-fifth more siding and flooring is needed than the number of square feet to be covered, because of the lap in the siding and matching.

1,000 laths will cover 70 yards of surface, and 11 pounds of lath nails will nail them on. Eight bushels of good lime, sixteen bushels of sand, and one bushel of hair, will make enough good mortar to plaster 100 square yards.

A cord of stone, three bushels of lime, and a cubic yard of sand will lay 100 cubic feet of wall.

Five courses of brick will lay 1 foot in height on a chimney. 16 bricks in a course will make a flue 4 inches wide and 12 inches long, and 8 bricks in a course will make a flue 8 inches wide and 16 inches long.

Cement, one bushel, and sand, two bushels, will cover 3½ square yards one inch thick, 4½ square yards ¾ inch thick, 6¾ square yards ½ inch thick. One bushel cement and one of sand will cover 2¼ square yards one inch thick, three square yards ¾ inch thick, and 4½ square yards ½ inch thick.

364. SIZES AND CAPACITIES OF BOXES—

There are 2150.4 cubic inches in a bushel, 1075.2 inches in a half bushel, 537.6 in a peck and 268.8 in a gallon. (These are not the Imperial measures.)

The Imperial bushel contain 2218.191 inches.

The Imperial gallon contains 277.274 inches.

The Imperial quart contains 69.318 inches.

To ascertain the size of box to make in order to hold a peck, half bushel or bushel, take the desired width and depth, multiply them together and divide this product into the number of inches in a peck half bushel or bushel as the case may be, and the quotient will be the length of the box inside. For a larger number of bushels simply reduce them to inches and proceed as already mentioned.

Example—How long should a box be made so as to hold one bushel if width is 12 inches and depth 8 inches?

$$12 \times 8 = 96 \qquad \frac{2150.4}{96} = 22.4 \text{ inches long.}$$

A box 22 inches by 13 inches and 24 inches deep will contain a barrel of 2½ heaped bushels.

A box 23 inches by 15 inches and 24 inches deep will contain a barrel of 3 heaped bushels.

A box 22 inches long by 12¼ inches wide and 8 inches deep holds a bushel.

A box 8 inches deep, 12 inches long and 11¼ wide will hold a half bushel.

A box 10 inches square and 10¾ inches deep will hold a half bushel.

A box 8 inches square and 8.4 inches deep will hold a peck,

A box 6½ inches square and 6⅜ inches deep will hold a half peck.

A box 4 inches deep, 7 inches long and 4.8 inches wide will hold a gallon.

A box 4 inches square and 4¼ inches deep will hold a quart.

A box 3 inches square and 3¼ inches deep will hold a pint.

A box 2 feet long, 1 ft. 4 in. wide and 2 ft. 8 in. deep will hold a barrel.

A box 2 feet long, 1 ft. 2 in. wide, and 1 ft. 2 in. deep will hold a half barrel.

365. CAPACITIES OF CISTERNS—

2 feet in diameter, 10 inches deep holds 19.5 gallons.
2 feet in diameter, 20 inches deep holds 39 gallons.
3 feet in diameter, 10 inches deep holds 44.06 gallons.
3 feet in diameter, 20 inches deep holds 88.12 gallons.
4 feet in diameter, 10 inches deep holds 78.33 gallons.
4 feet in diameter, 20 inches deep holds 156.66 gallons.
5 feet in diameter, 10 inches deep holds 122.40 gallons.
5 feet in diameter, 20 inches deep holds 244.80 gallons.
5 feet in diameter, 5 feet deep holds 734.40 gallons, 22 barrels.
6 feet in diameter, 5 feet deep holds 1057.50 gallons, 33 barrels.
6½ feet in diameter, 5 feet deep holds 1241.10 gallons, 39 barrels.
7 feet in diameter, 5 feet deep holds 1439.28 gallons, 45 barrels.
8 feet in diameter, 5 feet deep holds 1879.98 gallons, 58 barrels.
8 feet in diameter, 6 feet deep holds 2255.97 gallons, 71 barrels.
9 feet in diameter, 5 feet deep holds 2379.36 gallons, 75 barrels.
9 feet in diameter, 6 feet deep holds 2755.23 gallons, 87 barrels.
10 feet in diameter, 5 feet deep holds 2935.20 gallons, 93 barrels.
10 feet in diameter, 6 feet deep holds 3522.24 gallons, 112 barrels.
10 feet in diameter, 7 feet deep holds 4109.28 gallons, 130 barrels.
10 feet in diameter, 8 feet deep holds 4596.32 gallons, 145 barrels.
11 feet in diameter, 5 feet deep holds 3554.40 gallons, 112 barrels.
11 feet in diameter, 6 feet deep holds 4265.28 gallons, 135 barrels.
11 feet in diameter, 7 feet deep holds 4976.16 gallons, 158 barrels.
11 feet in diameter, 8 feet deep holds 5687.14 gallons, 180 barrels.
12 feet in diameter, 5 feet deep holds 4230.00 gallons, 134 barrels.
12 feet in diameter, 6 feet deep holds 5076.00 gallons, 161 barrels.
12 feet in diameter, 7 feet deep holds 5922.00 gallons, 188 barrels.
12 feet in diameter, 8 feet deep holds 6768.00 gallons, 214 barrels.
12 feet in diameter, 9 feet deep holds 7614.00 gallons, 241 barrels.
15 feet in diameter, 5 feet deep holds 6609.60 gallons, 209 barrels.
15 feet in diameter, 6 feet deep holds 7931.52 gallons, 251 barrels.
15 feet in diameter, 7 feet deep holds 9253.44 gallons, 293 barrels.
15 feet in diameter, 8 feet deep holds 10575.36 gallons, 335 barrels.
15 feet in diameter, 9 feet deep holds 11897.28 gallons, 377 barrels.
20 feet in diameter, 10 feet deep holds 23500.80 gallons, 746 barrels.

In the above table only even barrels have been counted, the fractions being omitted, and 31½ gallons to the barrel being reckoned.

366. CONTENTS OF VESSELS—

To find the solid contents of a cylindrical vessel: *Multiply the area of the bottom by the height of the vessel.*

To find the area, multiply the square of the diameter by the decimal .7854.

Example—The inside of a cylindrical vessel is 20 inches in diameter and the height 3 feet, how many cubic inches does it contain?

$$20x20x.7854x36 = 11309.76$$

To find the cubical contents of a vessel with rectangular base and vertical sides: Multiply the length and breadth of the bottom by the height of the vessel.

Example—How many cubic feet are contained in a tank 6 feet long, 4 feet wide and 3 feet deep?

$$6x4x3 = 72 \text{ feet.}$$

367. SQUARE TIMBER—

To find the cubic contents of square timber: Multiply the area of one end in inches by the length of the log in feet and divide the product by 144.

Example—Find the cubical contents of a stick of square timber 36 feet long and 20 inches square.

$$\frac{20x20x36}{144} = 100 \text{ feet.}$$

368. ROUND TIMBER—

To find the cubical contents in square timber of a stick of round timber: Deduct one-third from the mean diameter in inches and multiply the square of the remainder by the length of the log in feet and divide the product by 144. The mean diameter is found by adding the two ends together and dividing by 2.

Example—Find the cubical contents in square timber of a stick of round timber 26 inches at the larger end, and 22 inches at the smaller end, and 30 feet long?

2 4 inches mean diameter.
8 one-third deduction.

1 6 remainder, hence

$$\frac{16x16x30}{144} = 53\tfrac{1}{3} \text{ feet.}$$

369 SURVEYOR'S MEASURE—

7.92 inches make one link.
25 links make 1 rod.
100 links make 1 chain.
4 rods, 66 feet, make 1 chain.
80 chains make 1 mile.
640 acres makes 1 square mile.
160 square rods make 1 acre.

370. OTHER MEASURES—

A hand is 4 inches, a fathom 6 feet, 120 feet one cable in length,

a cubit 1½ feet, 69½ statute or 60 sea miles 1 degree, 5,280 feet in English or American mile, 31½ gallons make 1 barrel, 40 gallons 1 tierce, 63 gallons 1 hogshead.

371. WEIGHTS PER BUSHEL—

Wheat 60 lbs., barley 48, rye 56, oats 34, peas 60, corn 56, buckwheat 48, clover seed 60, timothy seed 48, blue grass 14, beans 40, hemp 44, flax 50, salt 56, dried apples 22, peaches 33, malt 36, potatoes, onions, turnips, carrots and parsnips 60.

372. WEIGHTS AND HEATING QUALITY OF WOOD—

	Pounds.	Carbon.
1 cord of hickory, fairly dry weighs....	4468	100
1 cord of hard maple, dry weighs	2864	58
1 cord of beech, dry weighs	3234	64
1 cord of ash, dry weighs	3449	79
1 cord of birch, dry weighs	2368	49
1 cord of pitch pine, dry weighs	1903	43
1 cord of yellow oak, dry weighs	2920	61
1 cord of white oak, dry weighs	1870	81
1 cord of Lombardy popular, dry weighs	1775	41
1 cord of red oak, dry weighs	3255	70

373. METHODS AND RATES FOR SENDING MONEY—

REGISTERED LETTERS—The rates for registered letters, addressed to persons in Canada, United States and Great Britain, are five cents.

BANK DRAFTS—The usual rate for all amounts up to $100.00 is 25 cents; over that amount one-fourth of one per cent.

POST OFFICE MONEY ORDERS—Payable in the Dominion of Canada; limit, $100.00:

On orders up to $4.00	2 cents
Over $4.00 and up to $10.00	5 cents
Over $10.00 and up to $20.00	10 cents
Over $20.00 and up to $40.00	20 cents
Over $40.00 and up to $60.00	30 cents
Over $60.00 and up to $80.00	40 cents
Over $80.00 and up to $100.00	50 cents

Payable in the United Kingdom, United States and all foreign countries and British possessions:

On order up to $10.00	10 cents
Over $10.00 and up to $20.00	20 cents
Over $20.00 and up to $30.00	30 cents
Over $30.00 and up to $40.00	40 cents
Over $40.00 and up to $50.00	50 cents

By Express Parcel—Lowest and highest charges according to distance carried for remittances in currency or gold.

$ 20 or less	$	$ .15
40 or less		.20
50		.25
70	.25 to	.30
80	.25 to	.40
100	.25 to	.45
125	.25 to	.50
150	.25 to	.60
175	.25 to	.75
200	.30 to	.85
225	.35 to	.90
250	.35 to	1.00
300	.35 to	1.25

Larger sums in much smaller proportions. Money packages are delivered, as addressed, within the company's delivery limits of every city and village agency, free of charge.

Express Money Orders—Payable in United States or Canada.

For not over $ 5	5 cents.
For not over 10	8 cents.
For not over 20	10 cents.
For not over 30	12 cents.
For not over 40	15 cents.
For not over 50	20 cents.

Payable in Europe.

For not over $10	10 cents.
For not over 20	18 cents.
For not over 30	25 cents.
For not over 40	35 cents.
For not over 50	45 cents.

For amounts exceeding $50 at same rates.

Telegraphic tranfer of money can be made between all companies' agencies with great promptness at the following usual rates, in addition to cost of telegraphic service: $100 or less, one per cent. (no charge less than fifty cents); over $100 to $200, $1.25; over $200 to $300, $1.50; over $300 to $400, $1.75; over $400 to $500, $2. For rates for larger sums it is necessary to apply to agents.

Farm Accounts.

THE object of Bookkeeping is to reveal the financial condition of the business. This is what every cautious business man wants to know. Every farmer should know at the end of each year whether he has made money or lost, how much, and where the gain or loss occurred.

The following method of Farm Accounts is easily understood, requires but little time to keep, shows at any day in the year just what each crop or kind of stock has cost and produced up to that day, and at the end of the year presents a detailed and accurate account of the entire business.

Only two books are used—a Personal Ledger and a Cash Book. Instead of using the ordinary Day Book, and making entries successively page after page, as is usually done, the work can be wonderfully simplified and shortened by the Personal Ledger. Take a Journal, about 8 by 12 inches, with double money columns, costing about 40 or 50 cents, then use two pages for each account, the left hand for the debtor and the right hand for the credit, as shown in the model. Open a separate account for capital, plant, farm produce, each kind of grain, the hay, cattle, horses, sheep, poultry, farm expense, garden and orchard, house expense, etc. Then, whenever an entry is to be made, open the Personal Ledger to the proper account. Thus every item recorded will be under its own proper heading, and no other posting is needed, and no hunting through a Day Book to make out an account.

For everything except cash transactions, once a week would answer for making the entries, as any farmer could tell Saturday night all that had been done during the week. The cash, however, should be entered at once, as the numerous small expenditures are hard to recall, and particularly where anything is paid or received on account it should be entered immediately.

The first thing to be done is to *take stock*, that is, an inventory of all the assets and liabilities. Then open

CAPITAL ACCOUNT,

and place on the right hand side the total assets, and on the left hand side the total liabilities. The difference will be the net capital at commencement. Then open

PLANT ACCOUNT,

and enter on the debtor or left hand side the total value of (the farm,) the carriages, plows, harrows, and all other farm implements and machinery, also the working team and household effects. Next open

FARM PRODUCE ACCOUNT,

and enter on the left hand side the value of the fodder and grain on hand. Open accounts also for the cattle, horses, sheep, pigs, poultry, etc., and enter on the debtor side of the various accounts their present values. If there is winter wheat in the ground, open an account for wheat, charging it for what it cost to put it in.

Farm Produce Account is used to simplify the work. At the time of threshing, unless the grain is sold immediately, credit each crop for the present value of the grain threshed and for the straw, and debit Farm Produce for the total. Do the same with the hay as it is cut, also with the roots, corn and potatoes, etc. Then credit Farm Produce for all that is sold during the year, taken for family use, or fed to the stock.

FARM EXPENSE

Account should be carefully kept. This account should be charged for the taxes labor, repairs, keep of working teams, and rent, if the farmer is not the owner of the property, agricultural papers and fairs, nails, glass, etc., but forks, rakes, shovels, etc., purchased during the year should be charged against Plant Account.

FAMILY EXPENSE

Account is the hardest of all to manage. Credit Family Expense Account for the female help and the board of the men, at the same prices labor and board run at in your community, and charge Family Expense for everything that goes in the house. Where milk is sold, cows should be credited for all the milk obtained, and Family Account debited for the part that is not sold. When the milk is not sold, the butter should be weighed at each churning, and "cows" credited for the amount, and Family Account debited for the same. In that case it would not be necessary to take any account of the milk used in the family, or of that fed to the calves and pigs. Of course, by doing this, cows do not get their full credit, and the pigs and calves are not charged for their full cost, but the one balances the other, and it would scarcely pay to follow the process any further.

Poultry should be credited for all the eggs brought into the house, and Family Account charged. When butter and eggs thus treated are exchanged for groceries or dry goods for the use of the family, it would not be necessary to make any entry, as it is simply an exchange of commodities. But if nails, rakes, etc., for farm use, are purchased with butter and eggs, then "Plant," or Farm Expense Account should be charged and Family Account credited.

A CASH BOOK

should be kept, and all cash taken should be entered on left hand, or debtor side, and all cash paid out entered on the right hand side. The form of Cash Book shown here is very easily kept.

THE BLACKSMITH AND GROCER.

If farmers knew how much they lose every year by running on credit with their blacksmith and storekeeper, they would pay spot cash, even if they had to borrow the money.

Where cash is not paid then a Pass Book should be kept with each, and never fail to have it always go to the shop or store to receive every purchase or item of repair. Then when the bill is paid make an entry in the Cash Book, giving the merchant's or blacksmith's name, and state whether it was in full of account, or only a part payment. The Pass Book should also show the payment. These Pass Books should be preserved as well as receipts. In this way it is but little trouble to handle these numerous items as they will be entered in total. If the payment is made in produce, the proper account, as hay or oats, would contain the entry, instead of the Cash Book.

FARM LABOR.

Every crop should be charged with the value of the labor at that season of the year that is bestowed upon it in preparing the ground, cost of seed, harvesting, threshing, and marketing. It is not difficult to find the value of the labor, as every farmer knows what he would have to pay if he were hiring a laborer, and his own labor ought to be worth as much as that of a hired man.

It will be noticed in the model set we have, for all the crops, used the first column on the debtor side for the labor, and the second, for the value of the seed and money paid out.

This is done so that at the end of the year, by adding up that first column, it will be known how much of the labor of the men has been charged against the various crops; then the remainder of the year's wages for yourself and man, if one is employed by the year, should be charged in the Farm Expense Account.

THE WORKING TEAM,

properly, should be classed along with "plant," the same as the waggons, harrows, etc. When this is done, their labor should be charged against the respective crops, and Farm Produce credited for their keeping. But when they are classed as "horses," instead of "plant," the crops are charged for their labor, the same as in the other case, but "horses" are credited for the same. For their keeping, Farm Produce will be credited, and Horses debited.

INVENTORY.

At the end of the year an inventory must be taken of all the property, and also the debts, if any exist. Make a list of the present value of the farm, farm implements, stock, wheat in ground, household furniture, etc. Each of those accounts in your personal ledger will be credited for the amount by writing, in red ink, *By Inventory*, on the credit side, as shown in the model. Then the accounts are closed.

CLOSING THE LEDGER.

In closing the Accounts leave Capital until last. Commence at the one next to it, writing in the date, Loss and Gain, and the amount of the difference between the two sides, using red ink, (see model). All the Personal Accounts, Bank Accounts, Bills Receivable and Bills Payable would be closed Balance, instead of Loss and Gain.

Then open a Loss and Gain Account and enter in it all the accounts that have been closed Loss and Gain, writing the name of the account, the date of closing and the amount of the difference. Be sure to make the entry on the proper side of Loss and Gain. The credit side will contain all the gains, and the debit the expenses and losses. Take Wheat Account, for instance, the credit side is the larger, hence shows a gain. The red ink is on the debit side, and in carrying that amount into Loss and Gain it goes on the opposite, or credit side, in black ink, (see model) All the accounts similarly are placed on the opposite side to that of the red ink.

After all the accounts have been closed, except Loss and Gain and Capital, then close Loss and Gain itself into Capital Account. The difference between the two sides being carried over into Capital, in black ink, writing Loss and Gain for the amount. If it is a gain it will be on the credit side, but if a loss it will be on the debtor side. Then Capital Account is closed by writing on the debtor side, in red ink, *To Balance*, for the difference between the two sides. This difference will now be your net worth, or capital, at closing. Then this Balance is written, in black ink, over on the credit side, under the ruling, ready for next year's entries. Do the same thing with the Personal Accounts, Bank, Bills Receivable, and Bills Payable. The difference between the two sides of your Cash Book will show the amount of money you have on hand.

Material for Model Set.

STAMFORD, April 2nd, 1892.

James Smith commenced this day to keep accounts with the business of his farm. He has J. M. Henry employed as farm laborer by the year, at $12 per month, including board and laundry, payable half-yearly. He will also charge the farm the same price for his own labor.

His wife has a young woman hired for housework, at $1.50 per week. She will also charge Family Expense the same for her own labor.

Mrs. Smith will keep a Family Expense book, in which she will credit "Poultry" for all the eggs brought in the house, and credit Cattle for all the butter made. These two items will be charged against Family Expense account every month, or at the end of the year, as may be thought best. The butter and eggs that may be exchanged for groceries, or other goods for family use, will be entered in Mrs. Smith's book, but will not be entered in the "Family Expense" account. If, however, such things as forks, rakes, nails, etc., were purchased by the butter and eggs, then "Family Expense" account will be credited for the amount, and "Plant," or Farm Expense debited for the same.

INVENTORY.

Farm, consisting of 100 acres, valued at $6,000; 10 acres sown with winter wheat, costing for labor and seed, $60; cash on hand, $150 Farm implements, consisting of:—1 self-binder, $140; 1 horse rake, $15; 2 plows, $30; 1 iron harrow, $20; 1 cultivator, $10; 1 seed drill, $40; 1 lumber waggon, $40; 1 democrat waggon, $50: 1 buggy, $75; 1 double sleigh, $25; 2 sets double harness, $40; 1 cutter, $30; sundry small implements, $15; farm produce on hand, $140; household furnishings, $600; working team, $200; two young horses and road team, $320; 4 cows and 6 young cattle, $215; 25 head of sheep, $125; poultry, $14. Total resources amounting to $8,354.

Now enter amounts in their respective accounts, and the cash in the cash book, placing the amount in the second money column.

Now open "Capital" account, and place the total on the credit side, $8,354. Next open "Plant" account, and place on the debtor side, $1,330, and value of the farm implements, house furnishings, and working team. Enter the $150 cash in the Cash Book, on the debtor side. Then open real estate, horses, cattle, sheep, farm produce, wheat, and poultry, and enter the proper amounts on debtor side of each (see model). Your books are now open ready for the year's business.

A few transactions in connection with the putting in, harvesting, threshing, and marketing of each of the crops, except the roots, corn, and potatoes will be given; also a few transactions in connection with the live stock, so as to furnish a sample entry as a guide

TRANSACTIONS.

Aprl.	4.	Sold 1 cow for cash	$ 40 00
"	9.	Exchanged at mill, 8 bushels wheat for flour, @ 90 cents.....	7 20

Aprl.	9.	5 days in preparing oats ground, @ $2.50	12 50
"	9.	30 bushels seed oats, @ 30 cents	9 00
"	16.	6 days preparing barley ground, 2 teams	30 00
"	16.	20 bushels seed barley, @ 80 cents	16 00
"	25.	Bought for cash, pair boots for self	3 00
"	25.	Paid cash for groceries	1 20
"	30.	Paid J. Williams cash for fencing	3 00
"	30.	Paid J. Johnson cash for blacksmithing	1 10
May	2.	To-day turned cattle, sheep, and horses to pasture.	
"	2.	Feed consumed by cattle, $12; sheep, $5; horses, $8	
"	2.	Sold 5 bushels potatoes, for cash, at 40 cents	2 00
"	18.	Paid cash for work in orchard	6 00
"	30.	Paid cash for shearing sheep	4 00
June	5.	Sold for cash 175 lbs. wool, @ 20 cents	70 00
"	5.	Paid J. Johnson cash for blacksmithing	2 60
"	5.	Paid cash for dry goods for family	5 50
"	5.	Paid J. M. Henry cash on wages	10 00
"	5.	Paid cash for household expenses	20 00
July	5.	4 days for 2 teams and man making hay	20 00
"	5.	Paid cash for hired help in haying	10 00
"	7.	Sold for cash 3 loads of hay from field	16 00
"	8.	Remainder of hay crop, estimated at 30 tons, @ $8	240 00
"	24.	4 days for 2 teams and men harvesting wheat	15 00
"	24.	Paid cash for hired help in wheat	6 00
Aug.	2.	2 days for 2 teams and men harvesting barley	10 00
"	9.	Paid cash for threshing wheat	12 00
"	9.	Labor in threshing wheat	3 00
"	9.	Value of wheat crop, 250 bushels @ 90 cents	225 00
"	9.	Value of wheat straw	9 00
"	9.	Value of 300 bushels barley, at 60 cents	180 00
"	9.	Value of the straw	14 50
"	9.	Paid cash for threshing barley	7 00
"	9.	Labor for threshing	2 50
"	9.	Value of oats, 280 bushels, @ 28 cents	78 40
"	9.	Value of oats straw	8 00
"	9.	Paid cash for threshing oats	6 00
"	9.	Labor for threshing oats	1 75
"	23.	Preparing ground for fall wheat	20 00
"	23.	20 bushels seed wheat, @ 80 cents	16 00
Sept.	4.	Sold 1 horse for cash	103 00
"	5.	Sold for cash 18 bushels apples	9 00
"	25.	Sold for cash 20 lambs	40 00
"	25.	Paid cash towards church funds	10 00
"	25.	Paid cash for county fair expenses	8 00
"	25.	Sold for cash 30 baskets peaches	45 00
"	25.	Paid cash for household expenses	15 00
Oct.	5.	Labor in picking and barreling apples	5 00
"	5.	Paid cash for 50 apple barrels	5 00
"	5.	Paid J. M. Henry balance half-year's wages	62 00
"	7.	Sold 50 barrels of apples from orchard for cash	60 00
"	7.	Bought for cash 4 head of young cattle	60 00
"	12.	Labor in picking apples	15 00
"	12.	200 bushels apples put in cellar, valued at	60 00

Oct. 12.	Took stock from pasture, and charge horses $15; cattle, $25; and sheep, $9	
Oct. 16.	Paid cash for taxes	25 00
" 29.	do cash for household expenses	20 00
Dec. 22.	Sold for cash 4 doz. fowls	24 00
Jan. 5.	Sold for cash 100 bushels wheat @ 85 cents per bushel	85 00
" 5.	Bought, for note at 3 months, light sleigh	35 00
" 5.	Labor for marketing wheat	4 00
" 5.	Paid cash for agricultural paper	2 00
" 5.	Paid cash for county and church papers	3 00
" 19.	Sold for cash 250 bushels barley	175 00
Mar. 10.	Sold for cash, 5 tons hay	60 00
" 30.	Received cash for wintering 2 cattle	20 00
30.	Cost of fodder for wintering horses, $120; 30 Cattle, $60; sheep, $40; poultry, $80	300 00
April 2.	Paid J. M. Henry balance of wages	72 00

Mrs. Smith's expense-book shows 1150 lbs. butter, valued at $257 50, and 300 dozen eggs, valued at $60.

Family Expense account must be credited for the labor of hired girl, and Mrs. Smith for year, $156; also, for the board of the man, place at $233.

Farm expense must be debted for these amounts.

Farm expenses must also be debted for wages of Mr. Smith and the hired man that has not been charged against the various crops, amounting to $165, 25.

INVENTORY.

Farm valued at $6,000. Farm implements (estimated as at the beginning), deducting 10 per cent. for wear, $508.50. House furnishings, $540. Working teams, $200. Other horses, $350. Thirteen head of cattle, $360. Forty head of sheep, $200. Poultry, $20. Farm produce on hand, $180. Value of manure, $25.

Now credit each of the above accounts "By Inventory," in red ink, for the proper amounts.

CLOSING THE LEDGER.

After crediting the accounts for the *inventories*, then take the difference between the two sides and put it on the smaller side in red ink, Loss and Gain for all except Bills Payable which closes *To Balance*, as it is a liability. Carry all those differences into the Loss and Gain account, and then close Loss and Gain into Capital. The difference now between the two sides of Loss and Gain will be your net gain for the year which in this set is $979, 20.

PERSONAL

LEDGER AND JOURNAL.

*Apl.	2	To balance	$		$9,333	20

Dr. REAL

April	2	100 acres of farm and orchard			$6,000	00

Dr. FARM

April	2	Fodder and grain on hand	$		$140	00
July	8	Hay crop, 30 tons, @ $8	240	00		
Aug.	9	Wheat crop, 250 bushels, @ 90 cents	225	00		
"	9	" straw	9	00		
"	9	Barley crop, 300 bushels, @ 60 cents	180	00		
"	9	" straw	4	50		
"	9	Oats crop, 280 bushels, @ 28 cents	78	40		
"	9	Oats straw	8	00		
					744	90
*Apl.	2	To loss and gain			111	30
					$856	20

Dr. HORSES.

April	2	2 young horses and road team	$		$320	00
May	2	Cost of feed	8	00		
Oct.	12	Pasture	15	00		
1893. Mar.	30	Cost of fodder for wintering	120	00		
					143	00
					$463	00

* To be written in red ink.

ACCOUNT. PERSONAL LEDGER AND JOURNAL. Cr.

1892.						
April	2	By Sundries			$8,354	00
1893.						
April	2	" Loss and Gain			979	20
					$9,333	20
1893.						
April	2	By Balance—net capital			$9,333	20

ESTATE.

*Apl.	2	By Inventory			$6,000	00

PRODUCE. Cr.

1892.						
April	9	Exchanged 8 bushels wheat for flour @ 90 c.	$ 7	20		
May	2	Sold 5 bushels potatoes for cash, @ 40 cents.	2	00		
"	2	Feed consumed by live stock	25	00		
Oct.	7	Pasturage for stock	49	00		
1893.						
Jan.	5	Sold for cash 100 bushels wheat @ 85 cents.	85	00		
"	19	Sold 250 bushels barley @ 70 cents	175	00		
Mar.	10	Sold for cash 5 tons hay @ $12	60	00		
"	30	Received cash for wintering 2 head of cattle	20	00		
"	30	Cost of fodder for wintering stock	228	00		
*Apl.	2	By Inventory	205	00		
					$ 856	20
					$ 856	20

HORSES. Cr.

Sept.	4	Sold 1 horse for cash			$ 105	00
*Apl.	2	By Inventory			350	00
"	2	" Loss and Gain			8	00
					$ 463	00

*To be written in red ink.

Dr. PERSONAL LEDGER AND JOURNAL. FAMILY

April	25	Paid cash for groceries	$ 1	20		
June	5	" " " dry goods	5	50	$	
Sept.	25	Paid cash towards church funds	10	00		
Oct.	12	200 bushels apples put in cellar	60	00		
1893.						
Jan.	5	Paid for county and church papers	3	00		
Mar.	30	1,150 lbs. butter for season @ 25 cents	287	50		
"	"	300 dozen eggs for season @ 20 cents	60	00		
"	"	Wages of hired girl paid in cash	78	00		
					505	20
					$505	20

Dr. CATTLE.

April	2	4 cows and 6 young cattle	$		$215	00
May	2	Cost of fodder	12	00		
Oct.	7	Bought 4 head of cattle	60	00		
"	13	Pasturage for summer	25	00		
1893.						
Mar.	30	Cost of wintering	60	00		
					157	00
*Apl.	2	To loss and gain			315	50
					$687	50

Dr. SHEEP.

April	2	25 head	$		$12[illegible]	00
May	2	Cost of feed	5	00		
"	30	Paid for shearing	4	00		
Oct	12	Pasturage for summer	40	00		
					49	00
*Apl.	2	To loss and gain			136	00
					$310	00

*To be written in red ink.

EXPENSE. PERSONAL LEDGER AND JOURNAL. Cr.

Mar.	31	Labor of females	$156	00	$	
"	"	Board of the men	325	00		
*Apl.	2	By loss and gain			481	00
					24	20
					$505	20

CATTLE. Cr.

April 1893.	4	Sold 1 cow for cash	$ 40	00	$	
Mar.	30	1150 lbs. of butter for year @ 25c	287	50		
*Apl.	2	By Inventory	360	00		
					687	50
					$687	50

SHEEP. Cr.

June	5	Sold for cash 175 lbs wool @ 40c	$ 70	00	$	
Sept.	20	Sold for cash 20 lambs @ $2	40	00		
*Apl.	2	By Inventory	200	00		
					310	00
					$310	00

*To be written in red ink.

Dr. PERSONAL LEDGER AND JOURNAL. POULTRY.

April	2	30 hens and 10 ducks	$		$ 14	00
1893. Mar.	30	Cost of wintering	8	00	8	00
*Apl.	2	To loss and gain			82	00
					$ 104	00

Dr. WINTER.

April	2	Cost of labor and seed for 10 acres			$ 60	00
July	24	4 days for two teams and men harvesting	$ 15	00		
"	"	Paid cash for labor			6	00
Aug.	9	Labor for threshing	3	00		
"	"	Paid cash for threshing			12	00
1893. Jan.	5	Labor in marketing	4	00		
					22	00
*Apl.	2	To loss and gain			134	00
					$234	00

Dr. OATS.

April	9	5 days preparing ground	$12	50		
"	"	30 bushels seed @ 30 cents			$ 9	00
"	"	Paid cash for threshing			6	00
"	"	Labor for threshing	1	75		
					14	25
*Apl.	2	To loss and gain			57	15
					$86	40

Dr. PLANT

1892. April	2	Value of plant as per inventory	$		$1,330	00
1893. Jan.	5	Bought light sleigh for note at 3 months	35	00	35	00
					$1,365	00

*To be written in red ink.

POULTRY. PERSONAL LEDGER AND JOURNAL. Cr.

Dec. 1893.	22	Sold 4 doz. chickens	$ 24	00	$	
Mar.	30	300 doz. eggs for year	10	00		
*Apl.	2	By Inventory	20	00		
					104	00
					$104	00

WHEAT. Cr.

Aug.	9	250 bushels valued @ 90 cents	$225	00		
"	"	Value of straw	9	00		
					234	00
					$234	00

OATS. Cr.

Aug.	9	280 bushels valued @ 28 cents	$78	40		
"	"	Value of straw	8	00		
					$86	40
					$86	40

ACCOUNT. Cr.

*Apl.	2	By Inventory			$1,248	50
* "		" Loss and Gain			116	50
					$1,365	00

*To be written in red ink.

April	16	6 days preparing ground—2 teams	$	30	00	$	
"	16	20 bushels seed @ 80 cts				16	00
July	24	2 days for 2 teams and men harvesting		10	00		
Aug.	9	Paid for threshing				7	00
"	9	Labor for threshing		2	50		
						42	50
*Apl.	2	To loss and gain				119	00
						$184	50

Dr. FARM

April	25	Bought pair of boots for self	$	3	00	$	
"	30	Paid J. Williams for fencing		3	00		
"	30	" J. Johnson for blacksmithing		1	10		
June	5	" " " "		2	60		
Sept.	25	" county fair expenses		8	09		
Oct.	16	" taxes		25	00		
1893. Jan.	5	Subscription to agricultural papers		2	00		
Mar.	30	Wages of J. M. Henry and self not charged against crops		151	25		
						196	05
						$196	05

Dr. GARDEN AND

May	18	Paid cash for work in orchard	$			$ 6	00
Oct.	4	Picking and barreling apples		5	00		
"	7	Paid cash for barrels				5	00
"	12	Picking apples		15	00		
						20	00
*Apl.	2	To loss and gain				143	00
						$174	00

* To be written in red ink.

BARLEY. PERSONAL LEDGER AND JOURNAL. **Cr.**

Aug.	9	300 bushels valued @ 60 cts	$180	00	$	
"	9	Value of straw	4	50		
					184	50
					$184	50

EXPENSE. **Cr.**

*Apl.	2	By loss and gain			$196	05
					$196	05

ORCHARD. **Cr.**

Sept.	5	Sold for cash 18 bushels apples @ 50 cts	$ 9	00	$	
"	28	" 30 baskets peaches @ $1.50	45	00		
Oct.	7	" 50 barrels apples @ $1.20	60	00		
"	12	200 bushels apples put in cellar	60	00		
					174	00
					$174	00

* To be written in red ink.

Dr. PERSONAL LEDGER AND JOURNAL. **HAY.**

July	5	4 days for 2 teams and men	$	20	00	$	
"	5	Paid cash for help				10	00
						20	00
*Apl.	2	To loss and gain				226	00
						$256	00

Dr. **WHEAT.**

Aug.	23	Preparing ground	$	20	00	$	
"	23	20 bushels seed @ 80 cents				16	00

Dr. **BILLS**

*Apl.	2	To Balance				$ 35	00

Dr. **(Expenses)** **LOSS AND**

April.	2	To Plant				$116	50
"	2	" Horses				8	00
"	2	" Farm expense				196	05
"	2	" Family expense				24	20
* "	2	" Capital account, net gain				979	20
						$1,323	95

*To be written in red ink.

HAY. PERSONAL LEDGER AND JOURNAL. **Cr.**

July	7	Sold for cash 2 loads		$ 16	00	$	
"	8	Value of balance of crop, 30 tons		240	00	256	00
						$256	00

WHEAT. (1892-93.) **Cr.**

*Apl.	2	By inventory				$ 36	00

PAYABLE. **Cr.**

Jan.	5	Gave H. Smith note at 3 months for sleigh.				$ 35	00

GAIN. (Gains.) **Cr.**

April.	2	By farm produce				$111	30
"	2	" cattle				315	50
"	2	" sheep				136	00
"	2	" poultry				82	00
"	2	" oats				57	15
"	2	" winter wheat				134	00
"	2	" barley				119	00
"	2	" garden and orchard				143	00
"	2	" hay				226	00
						$1,323	95

* To be written in red ink.

Dr.		PERSONAL LEDGER AND JOURNAL.				CASH	
1891.							
April	2	Amount on hand		$ 150	00	$	
"	4	Sold 1 cow for cash for		40	00		
May	2	" 5 bushels potatoes @ 40 cents		2	00		
June	5	" 175 lbs. wool @ 40 cents		70	00		
July	7	" 2 loads hay		16	00		
Aug.	4	" Horse		105	00		
"	5	" Apples		9	00		
"	25	" 20 lambs @ $2		40	00		
"	25	" 30 baskets peaches @ $1.50		45	00		
Oct.	12	" 50 bbls. apples @ $1.20		60	00		
Dec.	22	" 4 doz. fowls		24	00		
Jan.	5	" 100 bushels wheat @ 85 cents		85	00		
"	19	" 250 " barley @ 70 cents		175	00		
Mar.	10	" 5 tons hay @ $12.00		60	00		
"	30	" Rec'd for winter'g 2 head of cattle.		20	00		
						$901	00
							$901 00
April	2	To balance brought forward		$526	60		

BOOK.		PERSONAL LEDGER AND JOURNAL.				Cr.	
April	25	Paid for boots for self.....	$	3	00	$	
"	25	" " groceries		1	20		
"	30	" John Williams for fencing.....		3	00		
"	30	" J. Johnson for blacksmithing....		1	10		
May	18	" for work in orchard		6	00		
"	30	" " shearing sheep		4	00		
June	5	" J. Johnson for blacksmithing		2	60		
"	5	" for household expenses.....		20	00		
"	5	" " dry goods for family.....		5	50		
"	5	" J. M. Henry on wages account...		10	00		
July	24	" for labor in wheat harvest		6	00		
Aug.	9	" " threshing wheat		12	00		
"	9	" " " barley		7	00		
"	9	" " " Oats.....		6	00		
Sept.	25	" towards church funds.....		10	00		
"	25	" for household expenses.....		15	00		
"	25	" " county fair expenses		8	00		
Oct.	5	" J. M. Henry, bal. half year's wages.		67	00		
"	5	" for 50 apple barrels		5	00		
"	12	" " 4 head of young cattle.....		60	00		
"	16	" tax		25	00		
"	29	" for household expenses.....		20	00		
Jan.	5	" " newspapers		5	00		
April	2	" J. M. Henry bal. of wages		2	00		
						$374	40
"	2	*By balance on hand				526	60
						$901	00