seems to rest with the Registrar of the Court, who besides filling up his Reports with such matter, afterwads issues the orders as he pleases and at what price he pleases.

* * * * * * *
* * * * * *

By inserting this communication in your next number you will add one more to the many obligations under which I, in common with other members of the profession are placed, by your independent and fearless conduct in the exposure of abuses. Yours truly,

LEX.

[We concur with so much of the remarks of our correspondent as refer to the desirability of having the Chancery Orders in a convenient volume, edited by a member of the profession. This much of his letter we publish. The remainder reflecting we think *rather* too severely upon the conduct of a public officer, we decline to publish. Speaking for ourselves, we have never known the officer in question to be otherwise than attentive and obliging. We take this opportunity of thanking him for several copies of the recent Chancery Orders.]—EDS. L. J.

To the Editors of the Law Journal.

BEAMVILLE, Jan. 27th, 1858.

SIRS,—I am called upon in behalf of the Municipal Council of the Township of Clinton, to ask a few questions for your opinion on the fifth and eighth clauses of the Act, 20 Vict., cap. 69, which provides for the disposal of Road Allowances in Upper Canada.

1st.—Does the fifth clause of the said Act authorise the Municipal Councils to convey to the parties the original allowance on the report of the Surveyor without notice and publication, as required in the eighth section.

2nd.—Does the eighth clause require the By-law to be published before being passed, or does it merely require the notices to be published.

An answer to the foregoing questions would oblige the Municipal Council of the Township of Clinton, if you could give the answers in your February number.

I am Sir, your's truly,

ROWLEY KILBORN,
Township Clerk.

[1st. No new road can be opened in *lieu* of an original allowance under the Statute 20 Vic., cap. 69, until the passing of a by-law "stopping up" the original road allowance. This is as much necessary where no compensation is to be paid under sec. 5, as where compensation is to be paid under sec. 4. Every *such* by-law must be published as directed by sec. 8.

[2nd. The By-law, *i. e.* the *whole* By-law is not of necessity required to be published, though we advise this course as being of all others the most simple and effective. When it is not done, a "notice thereof" giving substantially all the information which the by-law contains must be published. The object is to inform all concerned of what is intended to be done.—EDS. L. J.]

To the Editors of the Law Journal.

MESSRS EDITORS,—By the 44th sec. of the 2 Geo. IV. cap. 1, it is enacted that, "*No attorney of this Court (Queen's Bench) being a merchant or in anywise concerned by partnership, public or private, in the purchasing or vending of merchandize, &c. shall be permitted to practise in the said Court, &c.*" Now, suppose an *attorney* is engaged in *manufacturing* goods, buying the raw material and converting it into articles for sale, and afterwards *disposing* of these articles by wholesale or retail,—would such a case come under the Statute above cited? I am anxious to know your opinion; I cannot find any case which has been brought under the notice of the Court similar to the one I put, and as opportunities often occur in which an attorney might turn an honest penny in this way, (although I admit it is decidedly *infra dig.*) should the statute not interfere with him, will you favour your numerous subscribers with your opinion thereanent?

Your obedient servant,

January 14, 1858. ENQUIRER.

[The clause to which our correspondent refers is repealed by the recent Statute 20 Vic. cap. 63; but is re-enacted by sec. 22 of that Statute. According to our view of the law the case of the attorney mentioned by our correspondent comes within the letter as well as the spirit of the Act. "Enquirer" is referred for further information to our editorial columns.—[EDS. L. J.]

MONTHLY REPERTORY.

CHANCERY.

V. C. W. HANSON *v.* REECE. *November* 9, 10.

Solicitor—Lien of Solicitor—Set-off.

A cheque is deposited in pursuance of an agreement with a solicitor, to be applied in payment of the amount to be recovered by his client, A., in an action against B., the party depositing the cheque. The action is proceeded with, and judgment entered up for the amount subsequently ascertained by arbitration to be due to A. B. has a cross claim against A., which he is unable to plead in defence to the action brought against him. In proceedings taken under the bankruptcy of A., which happens subsequently to the award, B. is allowed to prove his debt against A.'s estate as a set-off.

Held, that the solicitor with whom the cheque had been deposited did not thereby lose his lien for costs, and a bill to recover from him the whole amount of the cheque was dismissed.

M. R. KNIGHT *v.* BOWYER. *May* 1, 2, 4, 5, 6, *June* 8.

Annuity—Memorial—Salicitor's purchase—Champerty—Limitations—Notice.

A memorial of an annuity subject to income tax is not defective for not noticing a proviso in the deed that any future reduction of income tax shall enure to the benefit of the grantor.

An objection to a purchase, as being by a solicitor from his client, cannot be taken by a third party.

It is not necessarily champerty to buy an encumbrance which is the subject of a suit in equity.

Notice that the persons in possession of land pay the rents to some person other than the owner, is notice of the instrument under which they are so paid.