

GENERAL CORRESPONDENCE.

a learned one not in name alone but in deed. For we remember how Milton, who was master of nearly all the polite learning of his own time, has truthfully written that "learning, like an eagle in his mighty youth, spreading its wings far and wide, nerves the mind to vigorous action, and, purging it of shallow prejudices, kindles in the student the pure love of truth and justice." We all have seen the Latin aphorism—

"Ingenuas didicisse fideliter artes
Luollit mores, nec sinit esse feros."

Let the Benchers, instead of only making two books of Horace and three of Geometry the test of admission into the Society, compel all candidates to undergo a severe written examination (at least equal to the third year's examination in the University of Toronto) in English, Ancient and Modern History, Classics, and Mathematics, selecting those textbooks peculiarly adapted for training the mind, previous to entering upon their professional studies. Let graduates of colleges be compelled to submit themselves to the same ordeal, and to serve five years in an attorney's office instead of three. Let competent examiners be appointed, (probably some of the University professors could be engaged) and the number of marks necessary to be obtained placed high. Then, and not till then, may we hope to see the science of law restored to its pristine dignity, practised by men regarding it as a science, whose chief object is the upholding of justice and promoting the *componere lites*—the amicable settlement of litigious wranglings; and not *discordias alere*—the stirring up of malignant strifes. Then may we hope to see the profession filled with honourable men, looked up to by the people as men deserving of esteem, and desirous of promoting the welfare of the country.

VOX POPULI.

February 21, 1865.

[We are pleased to find that the letter of our correspondent "A Barrister," which appeared in our January issue has awakened so much attention. He touched upon topics of vital interest to the future welfare and good government of the profession in Upper Canada. The evils which he pointed out are known to exist, but the difficulty is to find appropriate remedies. No doubt men of imperfect education ought not to be admitted, and if the rules

now in force admit such, the rules should be at once amended. So far we agree with "Vox Populi," and shall be glad to receive suggestions from him and others in furtherance of the object in view, in the hope that at some early day those who have the power may be enabled to use it rightly and discreetly. It is said that in the multitude of councillors there is wisdom—an adage of some application so far as the present discussion is concerned. —Eds. L. J.]

Law of away-going crops in Upper Canada.

TO THE EDITORS OF THE LAW JOURNAL.

March 2, 1865.

On the first of December last, A. rents a farm from B. for ten years, at a fixed rent, and immediate possession is given to A., who enters at once, and having been upon the farm a few days, the tax collector calls and demands the taxes for the past year, they not having been paid; and as A.'s lease provides that he (A.) is to pay all taxes due and to become due, A. of course had no other alternative than paying up. The off-going tenant, who was farming the place on shares with B. (his landlord), has left two fields sown last fall with wheat. Your opinion is requested as to whom this wheat belongs; is not A. entitled to the whole, there being nothing mentioned in his lease with B. as to any party entering to take the wheat off?

AN OLD SUBSCRIBER.

[There is a notion prevalent that a tenant for a term of years has by the custom of the country the right to put in a fall crop during the last year of his tenancy, and after the expiration of his lease the right to go upon the land to reap it. In the absence of express stipulation in the lease the tenant, in our opinion, has no such right. If he quit the premises at the expiration of his lease, leaving a full crop in the ground, that crop under an ordinary lease as a part of the freehold passes to the landlord; and so if the landlord without reservation re-let the premises for a second term, the crops being at the time of the new lease in the ground, we apprehend the crop passes to the new tenant, as supposed by our correspondent: (See *Burrows v. Cairnes*, 2 U. C. Q. B. 288; *Campbell v. Buchan*, 7 U. C. C. P. 70; *Gilmore v. Lockhart*, MS. R. & H. Dig., LEASE I. 6.)—Eds. L. J.]