support Mr. Stephens' statement, that mere permission or sufferance raises the implied assumpsit. Indeed it is difficult to understand why there should be a distinction between this and many other kindred cases familiar to the student. The law presumes a promise to pay the man who saws wood, or does any work for another, upon simple command, or indeed, by bare permission. The person who uses the goods of another is supposed to have promised to pay what they are reasonably worth. What distinction should there be between land and merchandise, the title and circumstances being all admitted?

Accordingly we find Mr. Justice Lowrie saying, in *Bettinger* v. *Baker*, 5 Casey, 69. "If at the time of the acknowledgment of the sheriff's deed there be a lessee in possession, * * sec. 119 makes him the tenant of the purchaser on the terms of his lease; and if the lease is of later date than the lien on which the sale is made, * sec. 105, requires him to give up the possession within three months after the purchaser shall choose to give him notice to do so; and to pay the purchaser all the rent, or the value of the use of the land," &c. This law makes the lessee under a lease of later date than the lien, a tenant at will of the purchaser.

In *Brolaskey* v. *Ferguson*, 12 Wr. 434, it was held, that there must be a priority of contract—but it was added "that the proof may be either direct or presumptive." And in *Hayden* v *Patterson*, 1 P. F. Smith, 255, M. Justice Agnew says: "Wherever the owner himself could maintain an action for use and occupation, undoubtedly the same remedy lies in favor of the purchaser of his title at sheriff's sale," &c.

We do not regard the provisions of the Act of June 16, 1836, Br. Dig. 450, as interfering with the claim, for the special remedy, or the recovery of damages for detention of the premises can only be invoked where the "person in possession * shall refuse * * to comply with the notice to quit." Indeed the complainant must swear that the person is in possession "at the time of the application" to the justice. That was impossible in this case, for the tenant had complied with the notice; and it is plain that the law referred to can never be invoked where the occupier moves away the last day of the three months.

It would seem to be contrary to all equity that he should not pay for what he has thus enjoyed. We do not, however, see that the claim can extend back prior to the acknowledgment of the deed. The Act says that the purchaser may "after the acknowledgment of the deed," give notice; and to that date his claim would seem to be limited by *Bank* v. *Wise*, 3 Watts, 394; *Braddee* v. *Wiley*, 3 Watts, 362. *Borrell* v. *Dewart*, 1. Wr. 133; *Hayden* v. *Patterson*, 1 P. F. Smith, 265.

Subject to this modification of the claim, the exception is sustained.

GENERAL CORRESPONDENCE.

To the Editors of the Law Journal.

Gentlemen,—I have to request an answer in your next issue to the following case:—

"A. B." laid an information before a J. P. against "C. D." for using grossly insulting language to him "A. B" on the public street contrary to a By-law of the town.

"A. B. proved his case but did not prove the By-law. Defendant "C. D," called one witness and then took objection that the By-law had not been proven. The magistrate held that by calling the witness it left it optional with him to insist on proof of the By-law, or not, and that he could legally convict without such proof. What is your opinion?

Lex.

[There can be no two opinions it seems to us in respect to the case submitted by "Lex." The proof of the By-law was an essential part of the plaintiff's case. We think the magistrate was wrong if he proceeded to convict without such proof.—Eds. L. J.]

Parties practising Law without being duly admitted, and representing to the public that they are Barristers and Attorneys.

To the Editors of the Law Journal.

Gentlemen,—There are several gentlemen within our County, who represent to the public that they are barristers, attorneys and solicitors, and by so doing, they seem to be doing quite a lucrative business; it has been much spoken of amongst the profession that a stop should be put to it, some are of opinion that it cannot be done, others that it can, and now I beg that you will give your opinion in your next issue.

The mode of proceeding is as follows, viz.: the unfortunate client wishes to have an appearance entered or may wish an action brought, he comes to one of the above gentlemen, who says that he is a lawyer, and who receives his retainer and what fees he can get when the machinery is set to work. This is done by an attorney in the county town allowing his name to be used, and attending to the agency business, on the understanding that the portion allotted to him are agency fees, the county town attorney in the proceedings is certainly the attorney in the proceedings, but