

DIARY FOR APRIL.

1. SUNDAY Palm Sunday. (Jury's Court begins.
2. Monday County Court Term and Surrogate Court Term begins. Record.
3. Tuesday Chan. Ex. Term, Barris and Ottawa, commences.
4. Friday Good Friday.
5. Saturday County Court and Surrogate Court Term ends.
6. SUNDAY Easter Sunday.
7. Monday Toronto Spring Assize.
8. Tuesday Chan. Ex. Term, G. Jerich and Cornwall, commences.
9. Saturday Last day for notice of hearing, Chancery.
10. SUNDAY 1st Sunday after Easter.
11. SUNDAY 2nd Sunday after Easter.
12. Monday Chancery Hearing Term commences.
13. SUNDAY 3rd Sunday after Easter. (Gen's to give lists of their lands.
14. Monday Last day for comp'g Assessment Rolls. Last day for Non-Res.

IMPORTANT BUSINESS NOTICE.

Persons indebted to the Proprietors of this Journal are requested to remember that all our past due accounts have been placed in the hands of Messrs. Patton & Ardagh, Attorneys, Barris, for collection; and that only a prompt remittance to them will save costs.

It is with great reluctance that the Proprietors have adopted this course; but they have been compelled to do so in order to enable them to meet their current expenses, which are very heavy.

Now that the usefulness of the Journal is so generally admitted, it would not be unreasonable to expect that the Profession and Officers of the Courts would accord it a liberal support, instead of allowing themselves to be sued for their subscriptions.

TO CORRESPONDENTS—See last page.

The Upper Canada Law Journal.

APRIL, 1860.

NOTICE TO SUBSCRIBERS.

As some Subscribers do not yet understand our new method of addressing the "Law Journal," we take this opportunity of giving an explanation.

The object of the system is to inform each individual Subscriber of the amount due by him to us to the end of the CURRENT year of publication.

This object is effected by printing on the wrapper of each number—

1. The name of the Subscriber. 2. The amount in arrear. 3. The current year to the end of which the computation is made.

Thus "John Smith \$5 '60." This signifies that, at the end of the year 1860, John Smith will be indebted to us in the sum of \$5, for the current volume.

So "Henry Tompkins \$25 '60" By this is signified that, at the end of the year 1860, Henry Tompkins will be indebted to us in the sum of \$25, for 5 volumes of the "Law Journal."

Many persons take \$5 '60 to mean 5 dollars and 60 cents. This is a mistake. The "60" has reference to the year, and not to the amount represented as due.

THE 91ST CLAUSE.

Some one observes that the generality of mankind is governed by words and names, and that he who would set up as a skillful manager of the masses, so long as they have ears to hear, need not enquire whether they have any understanding whereby to judge, but with two or three popular empty words well turned and humored, may whistle them backwards and forwards, upwards and downwards, till he is weary, and get upon their backs when he is so.

It may be very convenient to raise the cry, "down with imprisonment for debt!" "abolish the 91st clause," which sanctions it. But it happens to be false that the 91st clause sanctions imprisonment for debt.

Not being entire believers in the observations we have quoted, but assuming that those interested in the question have "understandings whereby to judge, as well as ears to hear," we purpose noticing what the 91st clause does actually authorise, though we have examined the subject before, and may perhaps go over some of the ground a second time.

It is easy enough to establish our position, but it is truly difficult to lay hold of anything having the resemblance of an argument in all the sentimental matter, which has been published, urging a repeal of the 91st clause, or to discover any point urged sufficiently tangible for the purposes of discussion.

One writer says "the law has worked harshly," another declares "it serves no good purpose for the creditors," another says "it is an unenviable monument to the memory of its framers," others again say "no one should be allowed to sue for a debt under \$100." And one who claims some affinity to the law, bolder still declares, "'tis strange, we (the Editors of the Law Journal) do not see the point at issue between the advocates of the abolition of imprisonment for debt, and those in favor of imprisonment and 91st clause. The point is simply this, should an honest but poor creditor be incarcerated like a felon for a certain number of days or months. The sentiment of universal humanity says 'no;' but if the debtor commit fraud then let him be as a felon."

We accept the issue not because of any merit in the communication of the particular writer who proposed it, but because it is a re-hash (in brief form) of what has been said by several others on the same subject.

We also say, do not punish the honest but poor creditor, but if a debtor commit fraud let him be punished not as for a felony (we would be unwilling to deal with him so severely) but as for a misdemeanour. And we repeat that the honest debtor, however poor and unfortunate, has nothing to fear under "the 91st clause."

Surely the creditor has some rights. The man who has lent his money or sold his property to another, may reasonably enquire what means his debtor has of liquidating the demand. And he may summon that debtor to appear before the judge to give a statement of his affairs. But the debtor has two courts, in general about three months to think over the matter before he is bound to appear, and if there should be any sufficient reason for his not attending at the end of three months, and it be shown to the Court, he is in no danger of imprisonment.