[It does not follow from the fact that the International Bank had on the 27th October suspended payment, that on and after that date there was no such bank.

To work a forfeiture of its charter, there must be a suspension extending to sixty days, consecutively or at intervals, within any twelve consecutive months. (20 Vic. c. 162, s. 27.) The International Bank, like other banks, was not allowed to issue notes without apparently some security. There is in the first place the property and assets of the bank, and in the next place the liability of stockholders. (*Ib.* s. 30.) Then bills and notes issued were required by law to bear a certain proportion to paid-up capital, deposits in bank, specie and government securities. (*Ib.* s. 29.) If the proportion were exceeded, then there is the personal liability of the directors. (*Ib.*)

From these premises it appears to us that the notes of the International Bank were not, on the 27th October, though much depreciated in value, *perfect nullities*.

This being the case, if both the giver and receiver were equally ignorant of the suspension, the receiver must, we think, be the loser.—EDS. L. J.]

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—I wish to lay before you some facts showing how a Lawyer of this place makes money, and request your opinion as to the propriety of the course pursued.

A. B. as attorney for R.W. issued a writ in the County Court against S. L. and G. L. specially endorsed for £25 on a note. After service he filed the following document in his own hand writing, (except the signature.)

"R. W. plaintiff, *v.* S. L. and G. L. defendants. S. L. one of the defendants above named appears in person."

S. L.

"I hereby agree and undertake with the plaintiff, that all further and other papers and proceedings may be served and put up in the office of the Clerk of this Honorable Court, instead of personal service, and that the same shall have the same legal effect as if the same should be served on me personally; and that I will not put any further papers to be served on me." S. L.

Then a judgment by default against G. L. is filed; next a declaration is filed and posted up in the Clerk's office, with a notice to plead in eight days, directed to S. L., a plea of *non fecit* is then filed, posted up, and written by a clerk of Mr. A.B., the filing of which is paid for by him (Mr. A.B.), next a joinder of issue is filed and posted up, then issue book, notice of trial and assessment, notice to examine the defendant, S. L. particulars, notice to admit, notice of taxation, copy of bill amounting to £12 18s. are also posted up in the Clerk's office in regular order. The record was made up and entered and the case came on for trial, (no counsel appearing for defendant,) a witness was called and the signature of S. L. to the note duly proved, a verdict taken and speedy execution ordered. It would take too much space to give a copy of the Bill, but here are a few of the items, search for plea and paid 1*s.* 9*d.*, instructions for joinder of issue 2*s.* 6*d.*, subpœna and paid 4*s.* 9*d.*, copy of, 1*s.* 3*d.*, attending to serve 1*s.* 3*d.*, paid witness 3*s.* 9*d.*, instructions for brief, 2*s.* 6*d.*, brief 5*s.*, counsel fee 30*s.*, attending to move speedy execution 1*s.* 3*d.*, fee 5*s.*, copy of bill and attending to serve 2*s.* 6*d.*, notice of taxation and attending 2*s.* 6*d.*

I will not pretend to say what was the object of the pleadings and trial, leaving that to be inferred from the facts. It could however scarcely have been with a view to giving defendants time as the judgment might have been signed on the specially endorsed writ and *fi. fa.* delayed. Had this been the only case I would not perhaps have troubled you, but it is only one among many, nor is the practice confined to the County Court but it has been carried on successfully in the superior Courts, search the Crown Office and judge for yourselves.

I am not aware the practice is sanctioned in England nor that it is practised in Canada except by the gentleman alluded to. It is a sure way to make a show of business at Court, and that too not without profit, though it keeps other attorneys fingers out of the pie and savours rather of a monopoly.

Yours truly,

LEX.

Belleville, November 25th, 1859.

[If S. L. *knew* the effect of the undertaking which he signed at the time he signed it, there can be no hardship upon him and none others under the circumstances have a right to complain. If the object were time and the amount to be collected not large, the time we fancy was dearly bought.

We do not see that A. B. was bound to send S. L. to another attorney for his imaginary defence, if said S. L. preferred to appear in person. By doing so he saved the costs of his attorney as between attorney and client.

Without any special reference to the case submitted, we would say that attorneys cannot be too careful in avoiding all proceedings which savour of rapacity and extortion. A man who is guilty of such practices fails in his object, if it be the making of money. His best mode of making money is to acquire public confidence.—EDS. L. J.]

PERTH, 1st December, 1859.

To the Editors of the Law Journal.

GENTLEMEN,—I submit a question for your consideration, trusting that you may be pleased to give your opinion.

Does an execution from a Division Court, bind the goods in defendant's hands, from the time of its delivery to the Bailiff, or only from the time of an actual seizure under it—as some suppose.

Chief Justice Robinson, delivering the judgment of the Court in *Culloden* v. *McDowell*, No 7, vol. 17 of U. C. Q. B. R. 359, says, "it could not bind the property before it came to the Bailiff's hands, if indeed it could before an actual seizure was made under it, for it is not to be assumed that an execution from an Inferior Court, binds from the time of its delivery to the Bailiff."

This has been construed by some, as amounting to a decision that an execution from a Division Court, does not bind the goods until an actual seizure. The 14th clause of 20 Vic., cap.