already referred to in the opinion of the learned judge, the question is ably discussed in *Crocker* v. *New London, W. & P. Railway*, 24 Conn. Rep. 249; *Chicago, Quincy & B. Railway* v. *Parks*, 18 Illinois Rep 460; *St. Louis, Alton & Chicago Railway* v. *Dalby*, 18 Illinois Rep. 353.

If the company have the right to require all fares paid in advance at the stations before receiving tickets or entering the cars, of which there can be no question, it would seem very obvious that they may indemnify themselves against loss and risk by consenting, under special circumstances, to receive fare in a different mode.

It has been made a question in some cases whether the company, if they recived fares in their cars at all, should not consent to accept the same fare which they demand at their stations, in all cases where the passenger is not in fault for obtaining a ticket in advance, the office of the company being closed at the proper time for applying for it: *St. Louis, Alton & Chicago Railway* v. *Dalby, supra, Chicago, Quincy & B. Railway* v. *Parks, supra.* This distinction, however, does not seem to have been considered important in *Crocker* v. *New London, W. & P. Railway, supra.* I. F. R.

GENERAL CORRESPONDENCE.

Articled Clerks — Discretion of Law Society under late Act.

To the Editors of the U. C. Law Journal.

Gentlemen,—By substituted section 12 of the Act respecting Barristers and Attornies, it is provided, "That if the contract to serve as a clerk to an attorney or solicitor, or the asssignment thereof, be not filed within three months from the date thereof, the contract may nevertheless be filed, &c., but the services of the clerk shall be reckoned only from the date of such filing, unless the Law Society, in its discretion, shall for special reasons in any particular case otherwise order."

What, in your opinion, would be such a special reason as would induce the Law Society to exercise its discretion? The most usual, and almost the only reason for the contract not being filed within three months, is the neglect of the attorney; the clerk at the time of being articled probably knew nothing of the Act requiring his articles to be filed within three months. Or, would the Society hold the clerk to the maxim, "*Ignorantia non excusat?*" And if they hold that the service counts only from the date of filing, would it be necessary to be re-articled at the expiration of the time mentioned in the articles, for a like length of time as elapsed between the date of the articles and the time of their being filed?

As there are no doubt a number of students whose articles are in a position similar to the above, to whom your opinion would be very satisfactory, would you, therefore, be kind enough, if you think the matter of sufficient importance, to give your opinion on the above points in your next issue.

I am, &c.,

Ottawa, Feb. 5, 1866. Law Student.

[It would be impossible for us to mention all the reasons that the Benchers might consider sufficient for an exercise of their discretion under the section referred to. It is very probable that they might, under some circumstances, exercise it in favour of a clerk who had omitted to file his articles within the proper time. Each case must depend on its own merits.—Eds. L. J.]

Attachment of debts—Rent—Fi. fa.

To the Editors of the U. C. Law Journal.

Gentlemen,—In the cause of *Read* v. *Gibson*, in the County Court of the County of Lincoln, it was held that a garnishing order did not hold the rent accruing due under the following circumstances:

Judgment was obtained in January, 1865, but no execution was issued to the sheriff of the county of Lincoln.

In *Phelps* v. *Gibson*, in the same court, judgment was obtained and execution issued in July, or thereabouts, in 1865, and a *fi. fa.* goods placed in the sheriff's hands, under which he did nothing until after the attaching order in the first suit was served. He then got the lease given up to him, and held it under the Phelps' *fi. fa.* The lease or term was never advertised or sold by the sheriff.

Gibson, the defendant, also *pledged* the lease for a debt to a third person who had no judgment, and deposited the lease with him, besides giving him an order on the tenant to pay the rent to him, which order the tenant never accepted.

The rent fell due on the 1st of January last. The garnishing order was served about the 20th of December previous, and the pledgee gave up the lease to the sheriff shortly afterwards, subject to his claim.