as applicable to articles of clerkship entered into before the 10th June, 1857. In the first place, as noticed by our correspondent, sec. 7 commences, "Whenever any person *shall*, after the passing of this act, be bound," &c., showing that the section was designed to apply only to articles of clerkship entered into after the passing of the act. In the second place, though these precise words do not appear in sec. 11 of the consolidated act, yet as that section, like the former, requires the affidavit mentioned in it to be made "within three months after the date of the contract," it follows that where the contract was entered into more than three months before the passing of the act, it is quite impossible to comply with its provisions. We do not know whether the Law Society has made any regulation affecting the filing of articles entered into before the 10th June, 1857, but, whether or not, would advise an articled clerk so circumstanced, as a matter of precaution, to file his articles at the earliest possible time, and at all events at least fourteen days next before the first day of the term in which he intends to seek admission.

2nd. We think that a clerk articled before the 10th June, 1857, where time permits, is as much bound to keep the terms under sec. 3 of the act of 1857 (Con. Stat. U. C. cap. 35, sec. 3, subsec. 2), as a clerk articled since that date. In the doing of this there is no impossibility, as in the former case, and the act seems to require it. We refer especially to sec. 23 of the act of 1857 (Con. Stat. U. C. cap. 35, sec. 23).

3rd. Yes. It is not possible to read the whole act, and come to any other conclusion.—Eds. L. J.]

Law and Lawyer.

To The Editors of the Law Journal.

Kingston, 5th April, 1861.

Gentlemen,—As I believe your valuable Journal advocates as well the interests of Law-Students as of the Profession at large, I am induced to indite this epistle to you, *de profundis* of a country office in extensive practice, in the hope that it may call forth from you ere long, a vigorous Editorial on the subject. You must not suppose that my remarks apply to the mere imaginary grievance of a discontented individual. Grave dissatisfaction has for a long time prevailed among studiously disposed Law Students, on account of the indifference shewn by their Employers in performing their duties by them in accordance with the usual undertaking contained in their Articles. This neglect, serious as are its consequences to the Student, cannot, I am convinced, be owing to anything but the want of consideration on the part of the Bar.

The inconvenience which practising lawyers might suppose would attend their efforts to indoctrinate their students into the mysteries of their profession, would be very slight indeed, and would I am sure, be more than compensated by the increased attention and accuracy of the latter. There could surely be no great difficulty in explaining to a student the effect of a Deed or a Pleading which he is about to copy, as to deter any one from attempting it; and if in addition the Principal could devote half-an-hour *per diem* to reading with his students the Books of practice and explaining to them the effect of our Provincial Statutes, the good effects of this course would ere long be perceptible.

I know of several offices where little or no attention whatever is paid by the principal to this province of his duties, and the consequence that such students as are articled but unsalaried, become early discouraged, and finding that they can learn little or nothing from their office work, avoid it as much as possible; spend no more time in their Employers office than they can help. They think, and with *reason*, that *their* contract should be carried out *literally* or not *at all*.

The best remedy for such a state of matters would be the one I have above suggested, and hoping that you will endeavour to bring it before the Profession and Public, I remain

Yours &c,

A Law Student.

Attorney—Delivery of bill before action—Items—Statutable defence.

To the Editors of the Law Journal.

Gentlemen,—Will you oblige me with your opinion on the following questions, in the next number of your Journal.

A, an attorney, brought an action for B against C; recovers a verdict, taxes his costs, enters judgment, &c. C, during the progress of the suit, becomes insolvent; the sheriff returns the execution *no goods*; A sues B for his costs, and makes out his claim as follows:

To amount of costs taxed in *suit of B v. C*...	$56 53
To costs proving claim chancery suit G *v.* E.	12 80
Costs of *fi. fas.*, &c.....	11 85

At the trial B moves for a nonsuit, on the ground that the bill had not been delivered in detail, as required by sec. 27 of the Con. Stats. U. C. page 419.

B made an affidavit of the amount of debt and costs *due him*, and proved his claim in the chancery suit above referred to. A bill, as above stated, was delivered a month before action brought.

1st. Should *A* have delivered a bill in detail before suing, or should *B* have applied for it within the month?

2nd. Is B's defence a statutable one, and if so, could he set it up at the trial without giving six days' previous notice? (Con. Stat. U. C. page 151, sec. 93.)

3rd. B having made an affidavit of the amount of debt and *costs due him*, and having assigned the judgment to D—*quære*: Would this obviate the necessity of delivering a bill a month before suing?

By replying to the above in your next issue you will oblige

Your obedient servant,

Sarnia, 24th April, 1861. S. P. Y.

[1. The bill delivered was not, in our opinion, sufficient. It should have been of the items in detail. We refer to *Drew et al* v. *Clifford*, 2 C. P. 69; and *Philby* v. *Hazle*, 29 L. J. C. P. 370. It is the duty of the attorney before action to deliver the bill—not of the party liable to demand, as supposed by our correspondent. The statute reads, "No suit at law or equity shall be brought for the recovery of fees, charges, or disbursements, &c., *until* one month after a bill thereof, &c.,