knowledge, the principals have, from time to time, spent considerable time and labour in delivering courses of lectures to those under articles to them. But the main point of our correspondent's letter remains unaffected. That the first year or two of the five year's course is at present, in a great degree, a pernicious waste of time, and in some degree compulsorily so, can scarcely be denied; and we cordially support our correspondent's contention that it would be more advantageous in every way that these two years should be devoted to going through a regular legal course at some legal college, where not only the elements of law and jurisprudence should be taught, but also such practical subjects as book-keeping, shorthand, etc. The Incorporated Law Society of London, to which we alluded in our last number, to some extent supplies such a want in England; but the establishment of a regular legal college, of much the same kind as our correspondent advocates, has, we believe, been for a long time a favourite scheme of Lord Selborne and other reformers. In our country, moreover, where general education ceases at a very early age, and men enter on the work of practical life much sooner than in the mother country, such an institution would be especially beneficial.

PROMISE TO MAKE A WILL—ROBERTS V. HALL.

THE judgment of the Divisional Court of the Chancery Division, or rather of the learned Chancellor, who delivered the principal judgment, is interesting among other things from its reference to a surprising *dictum* of the English Court of Appeal in the case of *Alderson* v. *Maddison*, L.R. 7 Q.B.D. 181, where Baggallay, L.J., delivering the judgment of the Court, says:—"It appears to us that to give the same effect to a man's promise and agreement to make a will as to a will made by him in pursuance of such promise or agreement, would be in direct contravention of the provisions of the statute."—(sc. of Wills.) In *Roberts* v. *Hall*, in the Court of first instance, Ferguson, J., referred in his judgment (*supra* 177) to this *dictum*, without expressing either approval or disapproval of it, as, indeed, it was unnecessary to do, inasmuch as, in his view of the case, the only agreement which he considered proved was contrary to public policy and illegal, and the Court, therefore, could not under any circumstance recognize it. In the Divisional Court, however, Boyd, C., in the judgment noted in our last number, says:—"The current of authorities enabling the Court to give effect in a proper case to an agreement to dispose of by will, or to leave a man's property at his death, is too well established to justify giving effect to the *dictum* to the contrary in *Alderson* v. *Maddison*, L.R. 7 Q.B.D. 181."

In *Roberts* v. *Hall*, the parents of the plaintiff, in 1846, entered into a written agreement with one Hall and his wife, whose representatives the plaintiffs were, by which they agreed to give their daughter, the plaintiff, then six years old, to Hall and his wife, who were to adopt her as their own child, and to make her sole heir to their property. The evidence showed that the adoption took place, and the plaintiff thenceforward and always discharged all the duties devolving upon her in the new family to the entire satisfaction of the deceased; that all that a child could do for a parent was fulfilled by the plaintiff down to the death of both Hall and his wife. Thus all that was engaged to be done on the part of the plaintiff and her own proper parents had been done. It also appeared that the adoption agreed upon between the parents of the plaintiff and the Halls, was unquestionably calculated to advance the interests of the plaintiff. Under these circumstances the Divisional Court held the agreement was not illegal as against public policy, and being executed, so far as the plaintiff was concerned, the Court could decree the performance of the rest of it *in specie*, although it could not