The *immediate reversion* meant in the section is obviously the reversion expectant upon the tenancy in litigation And the person entitled to it may or may not be the party granting the lease to the defendant. For example, if a party, after having demised premises, sell the property, in case the lessee refuse to pay the rent or give up the property, we think the owner, under the purchase, could bring ejectment in the County Court, as being the landlord under the act (or person entitled to the immediate reversion); for by his purchase he became owner of the property, subject to the tenancy Or if tenant for life demise premises for a term of years, upon the death of tenant for life, the party entitled to the remainder in fee could bring his action as the person entitled to the premises But it has been held under an analagous English enactment by Patteson, J, that a mere constructive tenancy arising out of a mortgage transaction is not sufficient. (*Jones* v. *Owen*, 18 L. J, Q B 8). This was a rule for prohibition to restrain the county judge from proceeding in the case, on the ground that there was no tenancy proved to exist between the parties, beyond what was to be implied from the relationship between mortgagor and mortgagee. The plaintiff was mortgagee of the premises; the defendant claimed under the mortgagor. It was objected at the hearing that there was no privity of contract between the plaintiff and defendant, but the judge overruled the objection, and gave judgment for the plaintiff. Patteson, J., in giving judgment said: "I do not think anything is clearer than that the act contemplates the ordinary position of landlord and tenant, *and not* that existing between mortgagor and mortgagee; and I do not find anything in the affidavits to show that any such relation existed in the present case between the parties I therefore think that the county judge had no jurisdiction to try this case; and that as far as right is concerned, the defendant is entitled to a prohibition. * * There was a total want of jurisdiction."

Another case has been decided in England upon this point (*Banks* v *Kebbee*, 20 L J, Q B. 476). It appeared that an agreement in writing had been entered into between the parties, for the purchase of the premises in question for the sum of £150, to be paid by weekly instalments of £8 each, until the whole purchase money was paid. Upon a rule for a prohibition it was held that the relation of landlord and tenant did not exist, and that the county court had no jurisdiction

If our view be right, the question which a practitioner should determine as to whether the plaintiff is entitled to bring the action is, simply—is he the party or not (subject to tenancy) entitled to the premises in dispute? If he is, then, subject to other restrictions in the statute, the action lies.

(To be continued)

ATTORNEYS' BRANCH OFFICES.

It has been intimated to us by the Benchers of the Law Society, that in Upper Canada there is a vicious system springing up whereby attorneys living in leading cities and towns establish in smaller places branch offices, under the superintendence of articled or other clerks, who receive a certain proportion of fees for work done in compensation for their services.

We need not say to our more experienced brethren in the profession, that in point of law such a system is illegal, and on grounds of public policy most objectionable.

It is the duty of an attorney to instruct his clerks and advise personally with his clients, in order that the former may profit by the instruction so as to qualify themselves to pursue the duties and avocations of the profession to which they are brought up, and that the latter may reap the benefit of the advice and judgment of their principal (per Richardson in 7 Moore, 243).

The attorney who, while actually carrying on his profession in one place, establishes branch offices in other places under the management of his clerks, is unmindful of both these duties. On the one hand he neglects his clerks whom he is bound personally to instruct, and on the other he neglects those clients who are entitled to his personal attention, and the fruits of his experienced judgment.

In our opinion the case is not at all improved by the fact that the attorney occasionally makes the circuit of his branch offices.

Attorneys, after having been duly examined and found qualified to act, are admitted to practice under the sanction of and with the approbation of the Courts When admitted they are entitled to the privilege and protection of the Courts, and are subject to punishment by the Courts in cases of misbehaviour. The Courts, however, could exercise no control whatever over attorneys if they were allowed to have different clerks in different parts of the Province, where clients could seldom if ever have personal communications with them (see per Burrough, J., 7 Moore, 241).

Besides, the system of remuneration established in these offices, is quite opposed to every principle of public policy regulating the conduct of the profession in their relations to the public. The payment of a proportion of profits to inexperienced clerks, could only be an incentive to stir up litigation held out to men (or rather boys) whose motives would not be governed either by learning, experience, or common prudence

It is unnecessary to do more than refer to *Hopkinson* v. *Smith*, 7 Moore, 237, to shew in what light these partnerships are viewed in England It there appeared that plaintiff, an attorney, lived at Dewsbury, in Yorkshire, and had a branch office at Wakefield, five miles from Dewsbury,