establishment occupied by the complainant, and which, for some years, has been known by that name.

Without, therefore, deciding the question, (which is also a matter of doubt,) as to the real intention of the defendant in using the objectionable words upon his label in the present state of the law, we are not prepared to say absolutely that the use of the name printed as it in fact is upon defendant's label is a violation of the law. We must therefore adopt the judicious course pointed out in *Patridge* v. *Menk*, and *Spottiswood* v. *Clarke*, and leave the complainant to maintain his right by an action at law. We refuse to grant this motion.

The motion for a special injunction is refused.

GENERAL CORRESPONDENCE.

Bill of Exchange—Qualified acceptance—Notice to drawer.

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—A draws a bill of exchange upon B (who is resident and carries on business at the town of M.), without naming any place of payment in the body of the bill. B accepts, payable at the Bank of Upper Canada, at the town of N., distant seven miles from the town of M., although there are Bank agencies at said town of M., and B has no residence or place of business at said town of N. Of the character of this qualified acceptance, A, the drawer, receives no notice from the holder of the bill. The bill, at maturity, is presented for payment at the Bank of Upper Canada, at the town of N., but not to B personally, and is dishonored and protested in the usual manner.

Query: Is such presentation good in an action upon said bill against A, the drawer?

The question will turn upon locality;—whether the circumstance that the place appointed in the acceptance for payment of the bill was not located in the same town as the residence of the acceptor, relieved the drawer, in the absence of notice of such qualified acceptance, of his liability.

In a judgment recently delivered in the United States Supreme Court, in term, the court decided (the then justices present concurring in opinion): "If the Bank of Upper Canada, where this bill was made payable by the acceptor, was located in the same city, town or village where such acceptor resided, the acceptance, payable at such Bank, would have been entirely proper;" and that "a qualified acceptance, making the bill payable at another town, taken by the holder without the assent of the drawer, would discharge the drawer."

Will you please be good enough to consider the above point, and give an opinion upon it in your next number?

Yours, &c.,

LAW CLERK.

Port Hope, 18th April, 1861.

[If A, who drew the bill upon B, did not think it necessary to name any place of payment in the body of the bill, we cannot see what right he has to complain that B accepted the bill payable at a particular place, though in a different town from the one in which he resided. Of this the holder might have had cause to complain, and to it might have objected; but he did not do so; he was satisfied with the acceptance. We do not think there was any obligation upon the holder to give notice of the acceptance to the drawer. We speak, of course, without reference to decided cases. We know of no case in point, decided either in England or in Canada. The American case, to which our correspondent refers, appears to conflict with our views of the law. We should like to have a more particular reference to it. It certainly does not square with our ideas of the law, so far as at present we understand it.—EDS. L. J.]

Articled Clerks before 10th June, 1857—Requirements before admission.

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—In reading the reported case, *In re. Hume*, U. C. Q B. Rep. vol. 19, p. 373, the following questions arose in my mind, and I think your answer to them will be of great importance to students pursuing the study of the law.

1st. Is it necessary for a clerk, whose articles bear date before the 10th June, 1857, to have such articles filed, according to the Act 20 Vic. cap. 63, sec. 7?

2nd. Is it also necessary for said clerk to attend two terms of the sittings of the Courts of Queen's Bench and Common Pleas?—Same Act, sec. 3.

3rd. Is it also necessary for said clerk to be examined in the books prescribed by the Law Society, under the authority given them in same Act, sec. 3?

The above are three important questions to the articled clerk. We all are aware that service of clerks to attornies under their articles was regulated by the Acts 25 Geo. III cap. 4, 37 Geo. III. cap. 13, and 2 Geo. IV. cap. 5, 1822, which last mentioned Act was the principal one. In 1857 the statute 20 Vic. cap. 63 was passed (10th June, 1857). It is now held by a great many students and lawyers, that every articled clerk, whether articled before or after the passing of the Act 20 Vic. cap. 63, should have their articles filed according to the provisions of said Act, attend the sittings of the Courts of Queen's Bench and Common Pleas, and pass the examination by paper and *viva voce*.

It looks unreasonable and unjust to the articled clerk, who bound himself under his articles, under the powers given him by the Act 2 Geo. IV. cap. 5. Can it be the intention of the Legislature to compel such clerk, by an act passed after he is bound by a former act, to attend, at great expense, two terms of the courts at Toronto? The Act 20 Vic. cap. 63, sec. 7, states that "every person bound in contract after the passing of this act shall file articles," &c. All very well, so far; but then comes the Consolidated Statutes of Upper Canada, wiping out all former acts (see Con. Stat. U. C. cap 35), and distinctly stating that every person seeking admission as attorney shall comply with said chapter.

By answering the above in your next issue, you will much oblige a number of clerks who are in the same state of perplexity as myself.

Yours truly, ARTICLED CLERK.

Hamilton, April 17, 1861.

[1st. It is not possible to read either s. 7 of 20 Vic. c. 63, or sec. 11 of Con. Stat. U. C. cap. 55, with which it corresponds,