of trade demands. But flour intended for home consumption rarely if ever undergoes examination by authorized Inspectors. The parties relying upon the representations of each other deal without the intervention of any public officer.

The rule that the brand is a warranty does not apply except as between the manufacturer and *his* vendee. In this case the quality of the article and the use of the brand are entirely under the control of the seller, who is himself the manufacturer. When parcels of flour are passed from one to another among merchants, the use of a brand as descriptive of the article sold does not make the vendor liable as upon a warranty: (*Bunnell* v. *Whitlaw*, 14 U.C.R. 241.) In this case the vendor is understood to sell the lot according to the designation by which he received it; and *without an express undertaking* is not liable if the description be untrue—unless, perhaps, knowing it to be untrue, he purposely conceal the fact.

Whenever a barrel of flour is marked of a particular grade, such as "Extra Superfine," &c., it must be taken to be not only of that quality but *sweet*. Our common sense teaches us this. We should not think it necessary to make special mention of it, only that lately there being some doubt upon the point, it was made the subject of legal adjudication: (*Bain* v. *Gooderham et al*, 15 U.C.R. 33.) Defendants, flour dealers, contracted to sell "300 barrels (more or less) Elgin Mills, guaranteed to inspect No. 1 Superfine in Montreal at 32s. 6d. per barrel." The flour was immediately afterwards sent to Montreal by the purchaser, and was inspected by the public officer. The result of the inspection was as follows:

"248 barrels—Sour Fancy Superfine.
54 " —Rejected, do. do."

Hence an action. The defendants maintained that the guarantee did not bind them to deliver sweet flour or flour that would inspect as sweet at Montreal, but that it only related to the *grade*, viz–"No. 1 Superfine," and not to its *condition*. The Court, however, held that a contract guaranteeing flour to pass inspection as "No. 1 Superfine," has attached to it a necessary implication that it be sweet. As flour is in Canada an article of universal consumption, the security of the public no less than the maintenance of good faith between man and man, alike required the decision so righteously pronounced in this case.

TO LAW STUDENTS.

We have been informed that during last Trinity Term, the Law Society refused to entertain the application of three gentlemen who desired to be examined and admitted attorneys under the new act, upon the ground that the applicants were not in a position to avail themselves of the provisions of the Act. The ground of rejection is easily explained, and the explanation of it may be of service to others. The term of service of each of these gentlemen expired on the first or second day of the term *during which they made application for admission*. Now it is provided by S. 3 of 20 Vic. cap. 63, that "no application for examination and admision of any person under this section shall be *entertained*, nor shall any person be examined, sworn, admitted, or enrolled as an Attorney or Solicitor, unless he shall at least fourteen days *next before the first day of the term in which he seeks admission* have left with the Secretary of the Law Society of Upper Canada, his contract of service and any assignment thereof, together with an affidavit of the due execution thereof *and of due service thereunder* and a certificate of his having attended the sittings of the court or courts during the Term as hereinbefore provided." Before an affidavit of due service can be made the service must have been effected *i. e.*, the term of service have expired. This affidavit must not only be made but filed with the Secretary of the Law Society, fifteen days next before the first day of the term in which the applicant seeks admission. It is therefore manifest that no person whose articles expire within fifteen days of a term or during a term, can during *that* term be eligible for examination.

THE LOCAL COURTS OF UPPER CANADA.

A correspondent asks us to correct a statement in an article under this caption which appeared in the August number. "You name (says our correspondent), several counties which produce a surplus in the shape of fee fund, and go on to say, that in all the others there *is* a deficit. This "all" would include Huron and Bruce, which you speak of as one of the least productive. Writing from the return based on the income of 1855, you might seem to be correct, but then accuracy would require you to speak in the past tense."