clusion on this point you may consider the transaction of the night before, the violence still manifest immediately after towards Barnes, the fact of his being provided not only with a pistol but a razor, and his violence towards Jones when he disarmed him. You may also consider the fact, somewhat in prisoner's favour, that, in spite of his excitement against Barnes the night before, he did not allude to the cause of his displeasure until Barnes spoke to him on the subject. This may not be much, but it tends in some degree to show that, though violent when excited, he was not so malignant as his act might lead one to think he was. You may also consider his good character. He has produced witnesses, who have known him for the last few months, to establish that he is possessed of qualities which are not to be despised. But if in viewing the whole circumstances you think he executed his apparent intention of firing the pistol at Barnes, then you must not hesitate to qualify the crime as it deserves, or try to escape responsibility by finding for the lesser offence. The question is reduced to one of evidence,—I have done my duty in laying down as clearly as I could the law applicable to the case as I understand it, it is now for you to do your part."

The jury found the prisoner guilty of manslaughter.

STUDY FOR THE LEGAL PROFESSION.

Our excellent contemporary of Albany is somewhat muddled in his quotations. We are surprised to read (in the last issue of the *Law Journal*) the following, printed within quotation marks, as from the *Legal News*:—"The three "years spent in a law office is very apt to beget "habits of laziness, because the time is so much "longer than is needed to learn what is now re- "quired upon the examinations. On the other "hand, a man who could pass the most severe "examination after a short time of study, might "be entirely without the experience which is "needed and only comes with long office prac- "tice." We would like to see the volume and page of the *Legal News* for this quotation. If we had referred to the subject at all, our observations would not be precisely in this sense. Then, too, our contemporary refers to what "the Canada Legislature" has resolved to do with reference to this question. We are supremely blessed in Canada with no less than eight legislatures. The only body, however, to which the distinctive name of "the Canada Legislature" can, with any approach to accuracy, be applied, happens to have nothing at all to do with the course of study for members of the legal profession. Whether any of the other bodies have undertaken to consider this subject we are not prepared to say, for the perennial clatter of our Parliaments is somewhat confusing and difficult to follow, but we fancy that our contemporary has got matters somewhat mixed, and we leave him to solve the riddle.

COMMUNICATIONS.

DUPUY v. *DUCONDU.*

To the Editor of the LEGAL NEWS:

SIR,—The adverse criticism on the judgment of the Supreme Court in this case, contained in the Legal News of the 18th instant, proceeds on the same mistaken view of the case as did the judgment of the Queen's Bench which was reversed by the Supreme Court.

It can hardly be seriously pretended that because the Crown is bound to no warranty in conceding timber limits, that therefore private parties in whose hands such limits become valuable private property, cannot reconvey them with warrranty.

Without, however, entering upon a discussion of the question of warranty generally in such sales, very few words will suffice to show that the whole point of R's. criticism, viz: that there was no new or sufficient consideration for the warranty contained in the deed directly invoked by appellant, is entirely unfounded.

What were the undoubted facts? The seller had agreed to sell all rights obtained by him from the Crown to some two hundred and fifty miles of timber limits which he professed to hold under certain timber licences enumerated in the agreement.

Subsequently it was discovered that two of these limits, fifty miles in extent, could not be delivered to the purchaser for the very good reason, that at the time when the seller had agreed to sell them and had taken payment therefor, he had abandoned them and held no licences whatever for them, and another party had in consequence stepped in and taken up the limits. Thus the seller had sold and taken payment for what he did not possess and must