lawyers, but it must be remembered they have attained positions in which they could be personally benefited but very little by such a law. I would suggest that "S." should request his representative in Parliament to ask for a return, as nearly as can be ascertained, of all instruments, registered or filed, within the past two years, which have not been drawn by professional men; as they almost invariably endorse their names on the instruments prepared by them, while others avoid doing so. There would be no difficulty in approximating the amount of work done for other persons by non-professional men. And if it should appear that the unlicensed practitioners bear the same proportion throughout the country to the licensed which they do in your correspondent's village, there is little doubt that some amendment in the law could be obtained; if not, the information would be very useful in enabling persons to form correct ideas upon the advisableness of entering the legal profession.

Another matter of which the profession may justly complain is the following: It is well known that various public officers (being lawyers) while in receipt of handsome incomes from permanent offices of public trust which they have accepted, probably as the reward of political services, continue the general practice of law in connection with their official duties. Amongst these are Clerks of the Peace and County Attorneys. They are provided with comfortable offices, free of rent, in the Court House. In their official duties they acquire an extensive knowledge of the affairs of people in the county, coming in contact with a much larger number of persons than the ordinary practitioner, and they enjoy a prestige and influence, especially in country places, attracting clients and business, which, but for the public office, would not have gone to them, and having an independent income from the public office they can afford to do work very cheaply, even *gratis* in many instances, rather than allow clients to go to a rival practitioner. We frequently see county attorneys leaving their counties and coming up to Toronto, taking briefs in the courts at Osgoode Hall in cases altogether outside their official duties. If I might venture to express an opinion, I would say that it would only be fair to the general profession, as well as to the public, that these gentlemen should be required to elect between serving the Crown in public office, and serving themselves and clients in their private practice, and if they prefer to take or retain office, that they should not be allowed to meddle with the general business of the profession.

X. Y.

December, 1880.

Barron on Chattel Mortgages.

To the Editor of THE LAW JOURNAL.

SIR,—I noticed in the December number of the LAW JOURNAL, "Lex's" letter on the above work, and I shall supplement it by pointing out another what seems to be a serious defect, which I have noticed in a cursory perusal of Mr. Barron's work.

At page 51 *et seq*, Mr. Barron devotes considerable space to prove the right of a mortgagee to take possession of the mortgaged goods at any time after the execution of the mortgage and before default, if the mortgage does not contain a re-demise clause; and he discusses at considerable length the old cases bearing on that point.

The case of *Bingham* v. *Bettison*, 30 U. C. C. P. 438, in which judgment was delivered by Wilson, C. J., in December, 1879, Mr. Barron evidently had not seen, as it reverses or distinguishes the cases cited in his work as authorities for his position; and holds that a mortgagee has no right to possession until default, even when there is no re demise clause.

I might also point out that the decision in *Hodgins* v. *Johnston*, 5 Ap. Rep. 449, settles all doubt as to the meaning of the words, "subsequent purchases" in sec. 10 of the Chattel Mortgage Act, which is discussed by Mr. Barron at pages 188-9.

I am inclined to agree with Mr. Barron on the point questioned by "Lex," as to registration of an assignment of a mortgage being notice to the mortgagor, though I agree with "Lex" in questioning the principle. In the case of *Gilleland* v. *Wadsworth*, 1 Appeal Rep. p. 82, it was unanimously held by the Court of Appeal, reversing the Judgment of the Chancellor (reported in 23 Grant; p. 547), that, though a mortgagor had paid the mortgage money in good faith to the original mortgagee, after an assign-