cant what he pretends to be, and what we have a right to expect that he is? If so, the public interest is preserved, and unless the influx should be very great, our professional interest will not suffer. The learning of a professional man is his capital, and we do think that his capital, wherever carried, is wealth. To refuse such an one without reason and without necessity is unjust to him and of little good to ourselves. The advantages of connexion, knowledge of the country, knowledge of the manners of our people, knowledge of local laws, as well as local habits, are all on our side: this we have, which the English or Irish lawyer has not. Should we then shrink from an honourable contention, under such circumstances? We shall not say yes, and in saying so attribute poltroonery to the ablest bar in any of the British Colonies. None other than men of ability, learning, and integrity, gifted besides with patient assiduity, can ever succeed to our prejudice. Few such will leave their homes on a game of hazard in a country, where, without friends or admirers, they must work their way in patient industry. Men of a different stamp, if bold enough to come, may come, but only to fail in their hopes and curse their destiny. These considerations point us to checks that will at one and the same time prevent over supply, and conserve the position of native lawyers intact.

However, we hold that it is necessary for our Courts, when admitting a English or Irish lawyer, to do more than inquire that he is what he professes to be, an admitted barrister, attorney or solicitor. Measures should be taken to secure us against the moral pestilence of outcasts, few though they be, who leave their country for their country's good. Proof of good standing should be insisted upon, in addition to proof of qualification. Each applicant should be prepared with proof that he is free from reproach, and duly qualified to practise. Otherwise this might be the consequence—a lawyer struck off the rolls at home, or who made good his escape to prevent such an unpleasant proceeding, might without fear, favour, or affection, renew his career in this land of promise.—*Communicated.*

LAW BOOKS—MESSRS. A. H. ARMOUR & CO.

We would mention, for the benefit of our professional readers, that Messrs. Armour & Co. of Toronto, keep constantly on hand a selection of Law Books—American reprints of standard English works, and English books imported direct. They also import *to order* from England and the United States. And we may add, that in every transaction we have had with Messrs. Armour & Co. entire satisfaction has been given to us.

An unusually large supply of Reports has compelled us to defer Editorial matter in this number: an early acquaintance with the cases decided in Chambers is most important to the practitioner, and the fact of their appearance will furnish our best excuse.

ERRATUM.—Page 76, fourth line from bottom of page, after "old country," insert "lawyer."

MONTHLY REPERTORY.

COMMON LAW.

C.P. BAKER v. THE BANK OF AUSTRALASIA. *Jan.* 29.

Interpleader Act (1 & 2 *Vic., cap.* 58)—*Where court refused to accede to an application for an interpleader.*

J. D. Coleridge, on behalf the defendants, obtained a rule calling upon the plaintiff and one Abraham, to show cause why they should not interplead under 1 & 2 Wm. cap. 58.

The action was brought by the plaintiff as endorsee of a bill of exchange drawn by the Bank of Australasia, at Melbourne, in Australia, payable at thirty days after sight to the order of Sarah Ann Abraham, accepted by the Bank of Australasia in this country, who were the defendants, and endorsed by the said Sarah Ann Abraham, who was a married woman and the wife of the said Abraham. Abraham, finding that his wife was living with another man, went to the bank and told them not to pay the bill, and that he was entitled to it. The plaintiff claimed to be entitled to sue the defendants as the *bona fide* holder of the said bill.

Prentice showed cause.—This is not a case for interpleader at all, because it is a case of contract: *Dalton v. The Midland Railway Company*, 12 C. B., 458; 1 W. R., 308; *James v. Pritchard*, 7 M. & W., 216; *Grant v. Try*, 4 Dowl. 135; *Newton v. Moodie*, 7 Dowl., 582; *Turner v. The Mayor, of Kendal*, 13 M. & W. 171. The Bank have no defence to this action, because they are estopped from saying that Sarah Abraham could not endorse the bill: (The authorities are referred to in *Byles on Bills*, 155; *Smith v. Marsack*, 18 L. J. C. P. 65, S. C. 6, C. B. 486.) This is really a promissory note made by the defendants, payable to Sarah Ann Abraham. (COCKBURN, C.J.—You see she thereby enters into a contract.) The married woman does not thereby make herself liable. (CRESWELL, J.—Is she an endorsee, or is she not?) So far as the defendants are concerned, she is: so far as she is concerned, she is not.

Bushby appeared for Abraham. *J. D. Coleridge*, in support of the rule.—By acceptance the acceptor only admits what is then on the bill. The endorsement is not admitted, except in the case of the drawer: *Regan v. Serle*, 9 Dowl., 193; *Crawshay v. Thornton*, 6 L. J. ch. 179; *Paternier v. Campbell*, 12 M. & W. 277. (COCKBURN, C.J.—What do you say would be the force of the issue?) Baker should sue Abraham. (CRESWELL, J.—It may very well be that he may be entitled to the bill, and yet that the defendants may be bound to pay the holder.) . . . . . .