moral; and in the case of the sheriff, I think he is not required to do more, and bear the expense and risk of transmission.

When therefore in this case a bank draft was presented to him for a larger sum, and covering the expense of remitting, I think he was right in refusing; and in offering the $187 75, being the actual amount in hand, he did all that could be required of him. He instructed the plaintiff's attorney to draw for that sum; they adopted *the mode* of receiving payment, but added a sum which the sheriff had not really received.

The case of *Slater v. Hames*, 7 M. & W. 413, was cited to show that a sheriff cannot make charges for incidental expenses not provided for by statute or tariff of fees.

On the fourth point, as to a demand of the money, it is strict law that a demand is not necessary before suit, inasmuch as the sheriff has received the money for the plaintiff's use, and should offer it, or inform him that he has it ready.

See 3 Camp. N. P. C. 347; 3 U. C. Q. B. Rep. O. S. page 314. Mr. Tidd thinks a demand necessary (9th Ed. 1019); but I think, in the absence of a reasonable demand, the Courts would on an application invariably stay the proceedings of a plaintiff without costs; and in this case, where the defendant admitted the amount, suggested the mode of payment which was adopted, and on presentation of the order *was ready to pay all he had received*, it is one peculiarly demanding the interference of the judge to relieve the public officer. See *Jefferies v. Sheppard*, 3 B. & Alderson (not B. & Adol. as cited in argument), 696.

If the action had been merely for 4d. erroneous under-computation, or for 11d. including that error, and the four days' additional interest demanded, I would term it an abuse of the process of the Court; but on the third point there is an important principle involved, and seems the main ground of this suit.

The defendant, I think, is entitled to an order as asked to stay all further proceedings, and that plaintiff bear and pay his own costs incurred in this action.

Order to issue accordingly.

GENERAL CORRESPONDENCE.

To the Editors of the Law Journal.

GENTLEMEN,—The amount of school money apportioned by the Chief Superintendent of Education under the 35th section of the Common School Act of 1850, to a County is, say $4,000, divided by such apportionment among the Townships of such County as follows, viz:—

In Township of		A.....	$1500
"	"	B.....	700
"	"	C.....	900
"	"	D.....	200
"	"	E.....	700

now in what manner should the County Council, under the 27th section, proceed to levy an equal amount from the several Townships; should it be by a ratable assessment upon the whole of the property assessed upon the Assessment Rolls of the County, (exclusive of towns and villages) of, say a cent. in the pound, or should it be by special assessment upon each Township of a sum equal to the sum apportioned to such Township by the Chief Superintendent?

An answer through the next journal would very much oblige your obedient servant.

A.

June 20th, 1859.

[The School Act (13 & 14 Vic., ch. 48, sec. 27, No. 1,) requires the County Council to levy upon the Townships of their County, an amount equal to the grant apportioned to the Townships by the Chief Superintendent; and this grant is apportioned to each Township by the Chief Superintendent (sec. 35, No. 1,) according to population, or some other equitable ratio. It is also provided (sec. 40) that in case of a deficiency in this school assessment, the Chief Superintendent may deduct from the next year's grant, an amount equal to the deficiency. As population is not the ratio for levying the rate, but property; and as some townships, from being longer settled, or other causes, have more assessable property than others, which may have about the same population, and in view of the penalty, it is clear we think that a special rate should be levied on each Township, so as to obtain an assessment equal to the grant apportioned to such Township by the Chief Superintendent.—EDS. L. J.]

To the Editors of the Law Journal.

GENTLEMEN:—I should feel much obliged for your opinion on the following question:

Is it competent for a Law Student to hold the agency of an Insurance Company (life or fire), such agency in no way interfering with the regular time or duties of his office? Can he answer the question, "Have you been engaged in any other employment, &c." in the negative: if not, and seeing it in no way interfered with his duties, could it, or would it be possible for him to be rejected on the ground of having held such agency?

Please answer, and oblige yours,

A LAW STUDENT.

[We have more than once, before now, heard questions asked somewhat similar to the above, but we are not prepared to give any decided opinion on the point, as to whether it could or would be possible for a student to be rejected for having held the office mentioned. We incline to think that the object of the question is to ascertain if the student has held any office or situation, or been engaged in any employment incompatible with his position as a student of law, or which might be considered derogatory to the profession he was aspiring to enter

Acting as agent for an Insurance Company, with the consent of the attorney to whom he was articled, would not, we should suppose, be considered in itself a ground for rejecting a student.—EDS. L. J.]

MONTHLY REPERTORY.

COMMON LAW.

EX.C. FOX v. HILL. *Feb.* 8.

Gaming—Defence to action on a Mortgage deed that part of the consideration was money won of the defendant by betting on horse races—Direction to Jury—"Understanding"—"Agreement."

In an action of Covenant the defendant pleaded that the plaintiff had won money of the defendant by betting on horse races; that the deed was a Mortgage within 9 Anne ch. 14, and 5 & 6 Wm. IV., ch. 41 and that the money won was part of the consideration.

It appeared at the trial that defendant had been a loser in betting on the Derby, and had lost money to the plaintiff, who within a few days after the race advanced the defendant £2,000; that the