

DIARY FOR MAY.

1. Wednesday . . . Last day for notice to Counties of apportionment of Grammar School moneys.
4. Saturday . . . Chancery hearing Term ends. Articles, &c., to be left with Secretary Law Society.
6. SUNDAY . . . Rogation Sunday.
9. Thursday . . . Ascension Day.
12. SUNDAY . . . Sunday after Ascension Day.
14. Tuesday . . . Last day for service of writ County Court.
19. SUNDAY . . . Whit Sunday.
20. Monday . . . MASTER TERM begins.
24. Friday . . . Paper Day, Q. B. Queen's Birthday.
25. Saturday . . . Paper Day, C. P. Last day to declare for County Court.
26. SUNDAY . . . Trinity Sunday.
27. Monday . . . Paper Day, Q. B.
28. Tuesday . . . Paper Day, C. P.
29. Wednesday . . . Paper Day, Q. B.
30. Thursday . . . Paper Day, C. P.
31. Friday . . . Last day for Court of Revision finally to revise Assessment Rolls and for Co. Councils to revise Township Roll.

IMPORTANT BUSINESS NOTICE.

Persons indebted to the Proprietors of this Journal are requested to remember that all our past due accounts have been placed in the hands of Messrs. Fulton & Ardagh, Attorneys, Barrie, for collection; and that only a prompt remittance to them will save costs.

It is with great reluctance that the Proprietors have adopted this course; but they have been compelled to do so in order to enable them to meet their current expenses, which are very heavy.

Now that the usefulness of the Journal is so generally admitted, it would not be unreasonable to expect that the Profession and Officers of the Courts would accord it a liberal support, instead of allowing themselves to be sued for their subscriptions.

TO CORRESPONDENTS—See last page.

The Upper Canada Law Journal.

MAY, 1861.

NOTICE.

The proprietors of the LAW JOURNAL have at length determined to take legal proceedings for the recovery of unpaid subscriptions. All accounts amounting to \$20 and upwards, will be, without further notice, placed in suit on the 1st July next. Subscribers concerned, who desire to avoid law costs, are therefore required to pay their dues before the day indicated, or abide the consequences of neglect.

LAWYERS AND LAW STUDENTS.

It is said of the poet, "*Nascitur non fit.*" This cannot be said of the lawyer; with him it is rather "*Fit non nascitur.*" His life must be one of patient industry. A knowledge of law can only be acquired by study, and success is only attained by earnest and continued application.

There are men visionary enough to suppose that a man has only to "hang out his shingle," to become a lawyer. These theorists, while ridiculing apprenticeships of every kind, ignore all the teachings of experience.

The men who have risen to eminence in the legal profession, are those who in early life were "good students." The boy is the parent of the man. Give us the student who loves labor because of a healthy thirst for knowledge, and you give us the germ of the successful lawyer.

It is certainly a fact that some men are better qualified by nature for the profession than others. The gift of

language is an essential talent for the advocate. This is a gift not equally conferred upon all, nature to some being lavish, and to others niggard. But a man may be a brilliant advocate, and yet not be a lawyer. Of this history furnishes us with many examples. To be a lawyer is to know law, and we repeat that a knowledge of law is only acquired by hard work.

Our Legislature, in its wisdom, has established the system of attorney and apprentice, or lawyer and student. A certain number of years' service under articles, is regarded as a preliminary qualification to admission as an attorney. But what a misnomer is it in the case of some students, to say that they are *erving* under articles or *studying* their profession!

Articles of clerkship constitute a solemn compact between the attorney and his clerk. Each contracts to do something for the other. The obligations are reciprocal. The undertakings are mutual. A contract is made, and should be performed in spirit and in fact.

The student contracts, among other things, from time to time, and at all times during the term of clerkship, to conduct himself "with all due diligence, honesty and propriety." The attorney contracts, "by the best ways and means he may or can, and to the utmost of his skill and knowledge, the student to teach and instruct, or cause to be taught and instructed, in the practice or profession of an attorney or solicitor."

It is to be feared that with too many these undertakings are idle forms. A letter from a law student, in other columns, reminds us of the fact.

Students who pass a few hours daily in an office, flatter themselves that they are performing their part of the obligation. Attorneys who daily give a few hurried commands to students, suppose they are performing all that is required of them. Both are mistaken. The error is mutual; the fault is equal; and the result is the contrary of what both must have or should have contemplated at the time of the execution of the articles of clerkship.

It is a mistake for the student to suppose that he does any favor to his master by working hard in his office. The one who does so, does no more than his duty. The reward may not be immediate, but it is certain in the course of time. A student placed in an office where hard work is expected of him, is exceedingly fortunate. If he knew what is for his own good, he would never murmur. On the contrary, he would rejoice that he was compelled to learn his profession by dint of hard work. What is expected of him is "true diligence." He is not to deem himself privileged from work because he receives no pay. His pay is the knowledge which he acquires—more preci-