

CORRESPONDENCE.

CROOKED COURSES.

To the Editor of THE LEGAL NEWS :

SIR,—I am glad to notice two letters bearing upon the subject of legal ethics in your last issue.

I take it for granted that in theory, at least, the traditions of the English and French Bars respecting the solicitation of work are still deemed worthy of respect, veneration and perpetuation. Let me, then, cite what I consider a gross breach of professional etiquette. Several firms in this city are the agents of Collection Concerns which employ canvassers to drum up business among merchants and others; the Collection Concern agreeing to charge no fees unless a collection is effected, on condition that a per centage be allowed the lawyers of the Concern—who in some cases are the principals—when the debt is collected. As I have said, I consider this “touting” totally unprofessional and undignified, and as I find that many of my clients are being allured into the offices of the advocates who run these machines, I have determined, should the Council of the Bar afford us no redress, to engage a brass band to play at my office door, and to invite passers-by to step in and get “first class law at bottom prices.”

Yours truly,

THEMIS.

ADVOCATE AND ASSIGNEE.

To the Editor of THE LEGAL NEWS :

SIR,—I am sorry to trouble you again, but you have evidently mistaken the question referred to by me last week.

The question is not at all as to the winding up of a few estates under the old Act, but as to the right of an advocate to make a practice of touting for estates now, making use of his position as a lawyer to aid him in getting the estates, and of his position as “assignee in trust” to give himself all the law business arising out of them.

Your opinion on this practice would oblige quite a number, both of advocates and assignees.

Yours truly,

ADVOCATE.

MONTREAL, NOV. 16, 1881.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, Sept. 20, 1881.

DORION, C. J., MONK, RAMSAY, TESSIER, CROSS, J.J.
CORPORATION OF VILLAGE OF L'ASSOMPTION (plff. below), Appellant, and BAKER (deft. below), Respondent.

Municipal corporation—Purchase on credit.

RAMSAY, J. This action was brought on a deed purporting to be a deed of sale from the Babcock Manufacturing Co., acting by its agent, Homer Baker, to the Municipal Council of the incorporated village of L'Assomption, acting by Moïse Chevalier, one of the councillors, of a Babcock fire engine. The price was to be \$3,000 payable within the term of six months, to be computed from the 15th day of July then last past, with interest at 6 per cent. Under this contract the engine was delivered to the appellant, who refused, after some time, to pay for it, and Homer Baker in his own name, and as if he had been the real proprietor, and not the agent, as described in the deed, sued the appellant.

A variety of objections have been taken to the action, some of them of a technical character, others substantial. It is said that the deed is between the Municipal Council of the incorporated village of L'Assomption, and the Babcock Manufacturing Co., and consequently that the plaintiff has no interest to bring the action, and that the appellant is not a party to the contract. It is also contended that there was no lawful meeting of the council to authorise the purchase, and that the purchase was not made in the terms of the pretended resolution, but that authority was only to purchase from “Omer & Baker” and not from “Homer Baker.”

These objections appear to me to be unfounded. There can be no doubt that the body purchasing was the corporation appellant, and that it is bound by the act of the Council, if the Council acted within its powers. Again, Homer Baker had a right to declare on the contract as having been conveyed to him, not as a factor but as owner. It would, therefore, only have been a question of signification. But in addition to this it seems to me article 1738 applies. It seems to me that the regularity of the proceed-