As to the suggested fraud, the proviso at the end of the 45 Geo. III., ch. 7, requires the plaintiff to *prove* to the satisfaction of the Court, that the defendant has secreted or conveyed away his effects to defraud his creditors. The plaintiff's affidavit does not, in my opinion, go far enough—for it only shows a clandestine removal to prevent a distress; and though this raises a strong presumption of fraud against the defendant, it does not amount to *proof*, especially as the defendant has no opportunity of answering it. The plaintiff should either have moved to discharge the rule for the weekly allowance on the allegation of the fraud, or should have exhibited interrogatories to the defendant under the 2 Geo. IV., ch. 8.

As it is, I think the order for the defendant's discharge should be granted.

FERGUSON *v.* CLARKSON.

Stay of proceedings—Order with—What a breach of.

[In Chambers, March 15, 1856.]

A summons was obtained on the part of the defendant calling on the plaintiff "to show cause why the rule to discontinue in "this cause issued by the plaintiff the appointment thereunder "and the taxation had under and by virtue of the said rule, "and the masters *allocaturs* of the amount of costs taxed on "such taxation and all proceedings in this cause by said plain-"tiff subsequent to the said rule to discontinue should not be "set aside with costs on grounds that said rule was issued after "an order was made in this cause staying proceedings until "sufficient security should be given in this cause to answer "the defendant's costs in case the said plaintiff should discon-"tinue, be nonsuited, be nonprossed, or a verdict should be "entered for said defendant, and on ground that said rule is "dated in Michaelmas Term instead of Hilary Term, and that "said rule is not in the usual or proper form of such rules "where taken out after plea pleaded, there being no clause in "said rule for payment of costs by plaintiff within four days, or "that defendant shall have judgment in default thereof, and on "grounds disclosed in affidavits and papers filed."

M. B. Jackson for defendant.

J. R. Jones showed cause.

DRAPER, C. J. C. P., held that where an order for security for costs was obtained with stay of proceedings taking out a rule to discontinue was a breach of the order, and the application was according granted.

TO CORRESPONDENTS.

W. M.—We agree with you that those referred to "are not too well paid"; but on the *right* to receive, a different view from yours obtains generally, we believe. Any observations you may favor us with, we will willingly receive, and if convinced, gladly confess judgment.

H.—If others of your class felt as you do, and kept pace with your exertions in aid of the L. J., our ability to serve the cause of right, which includes their interests, would be greatly increased. The plan you propose is an admirable one, but cannot *originate with us*. Those to whom you refer already know our position, and we are not prepared to *importune*. The apathy shown is most discouraging; the back numbers will be attended to.

J. C.—Look to Johnston and the "Imperial," and you will find the "jocular definition" (as you call it) sustained.

J. J.—A thousand thanks. We have no doubt their answer to the "order" will be, "to hear is to obey."

T. R.—There is a case noted in the Repertory which gives the answer you require.

F. G.—We cannot insert malignant effusions from disappointed parties. Your proposal to compensate and indemnify is rejected with contempt.

NEMO.—Furnish your name, not necessarily for publication, but as a guarantee of good faith.

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THE LAW JOURNAL.

MAY, 1856.

LAW REFORMS OF THE SESSION.

We notice that the Common Law Procedure Bill has passed the third reading in the House, and probably before this reaches our readers, will have passed the Upper House. We understand that no substantial alterations have been made. It is to be hoped that as soon as it passes both Houses, it will receive the Royal Assent, and be printed for instant distribution: it comes into operation as early as the 21st day of August.

Mr. Attorney General Macdonald has also, we are pleased to see, introduced a kindred measure, "A Bill to simplify and expedite the proceedings in the County Courts of Upper Canada, and to alter and amend the Law in relation to these Courts": doubtless it will be as remedial in its nature as the Common Law Procedure Bill, and will, we trust, amend the obviously existing defects in the County Courts Acts, which we took occasion to refer to in the March number of this Journal.

We see by the English papers, that there is a measure now before the House of Commons enlarging the jurisdiction of the County Courts; and it is settled that the County Judges are to have the full yearly salary of £1,500 *sterling*. In the *Illustrated London News* of the 6th April, there is an