

posed changes, unnecessarily to protract matters; nor has the evil ever existed in this country, although the system is the same, to any thing like the extent prevailing in England.

In referring to the improvements we have proposed in the Equity procedure, a careful perusal of the Code now submitted might perhaps suffice without further observation; but we think it desirable to notice, in addition to the explanations already given, a few leading particulars. In the first place, we have prepared our proposed alterations in such a form that if they meet the approbation of the Legislature, *nothing further will be necessary than to incorporate them* at once with the revision of the Acts of Assembly in their appropriate place.

It will be seen also that we have been indebted to the Imperial Act passed in 1852 for many of the improvements here introduced, while we were at the same time pleased to observe a number of the changes of that Act, and the Rules passed in accordance therewith, to have been long since anticipated by the valuable Rules made during the tenure of office of the present Master of the Rolls.

It may be necessary to mention that without the preparation of an entire code of practice, which would be a work of enormous magnitude, and which we were not called upon to attempt, it was not possible to do more than improve or reform the present system; wherever therefore the Rules here presented do not embrace all cases which may occur, the existing practice of the Court of Chancery in this Province must be resorted to.

The whole is however subject to being further modified, for the purpose of extending the proposed provisions, by Rules which the Judges are authorized to frame from time to time, as has been extensively done in England since the passing of the late Statute for improving the Practice in Chancery.

In one respect we have altogether departed from the old mode of proceeding, by commencing every suit, unless where an Injunction is sought, with a Summons briefly indicating the object of the suit, so as to give the party the opportunity before a heavier expense is incurred of settling with the plaintiff.—This is in conformity with the practice at Common Law, which we think is wisely adapted to prevent a debtor from being plunged at once into an-expensive suit before, by notice, he has been warned of the consequences.