

trars, for instance, are entitled as Registrars to charge for "every reference, inquiry, examination, or other special matter, for every meeting not exceeding one hour, \$1.00, 75 cents, and for every additional hour or less, \$1.00, 50 cents; but in their capacity as Official Referees every attendance upon any proceeding, etc., is \$1.50, 50 cents, per hour."

The fees for proceedings under the Quieting Titles Act seem to be largely increased. Formerly, in an uncontested case, the only fees payable to the Referee were fifty cents on each deed in the claim of title, but under the new tariff filings and attendances, reading affidavits, etc., etc., are all the subjects of a fee.

No fees are prescribed for admission of solicitors, or call to the bar. Is it intended in future that solicitors and barristers shall be admitted and called gratis?

COMMENTS ON CURRENT ENGLISH DECISIONS.

The Law Reports for February include 20 Q. B. D. pp. 145-296; 13 P. D. pp. 13-23; and 37 Chy. D. pp. 55-167.

PRACTICE--WRIT--SERVICE OUT OF JURISDICTION--CONTRACT AFFECTING LAND--LANDLORD AND TENANT--ONT. R. 45 C.

Taking up first the cases in the Queen's Bench Division, *Kay v. Sutherland*, 20 Q. B. D. 147 is deserving of notice. This was an action by an outgoing tenant of a farm in Yorkshire to recover from his landlord, who was ordinarily resident in Scotland, compensation for "tenant right according to the custom of the country;" and the question was whether this was a "contract obligation or liability affecting land" within the meaning of Ord. xi. r. 1 (Ont. R. 45 c), or a mere personal obligation. A Divisional Court (Stephen and Charles, JJ.) held that it was a contract affecting land within Ord. xi. r. 1, and that the case was distinguishable from *Agnew v. Usher*, 14 Q. B. D. 78, in which it was held that an action to recover rent due on a lease of land in England was not within the Rule.

PRACTICE--WRIT--SERVICE OUT OF JURISDICTION--WORK DONE OUT OF JURISDICTION--PLACE OF PAYMENT--ORD. XI. R. 1. (E), (ONT. R. 45 C).

Robey v. Snaefell Mining Co., 20 Q. B. D. 152, is another case on the same point of practice. In this case the action was brought by a firm doing business in England, for the price of machinery erected by them in the Isle of Man for the defendants, a company carrying on business in the island. There was no agreement as to the place of payment. It was held by a Divisional Court (Stephen and Charles, JJ.) that it must be taken to be part of the contract that the plaintiff should receive payment in England, and that the action was therefore founded on a breach within the jurisdiction within the meaning of Ord. xi. r. 1 (e). (Ont. Rule 45 c.)