

by our provincial legislators in the Act bearing the same name, passed in 1886, that it seems hard to understand why this particular section was left so severely alone. The reasons which induced the Imperial Parliament, after more than twenty years' experience of the working of the rule in *Viney v. Chaplin*, so completely to set it aside, in spite of the commendations lavished upon it by some of the judges and text-writers, are not far to seek, and have the same force and cogency here as they have in the mother country. Here, as well as there, great delay and inconvenience have often been occasioned by a purchaser insisting upon the payment of the purchase-money to the vendor in person; as, for instance, in the case of several vendors dispersed in various parts of this and other countries, and it is surely not unreasonable to assume that a vendor or mortgagee who has sufficient confidence in his solicitor to entrust him with a deed, discharge or other document, duly executed and attested, so as to pass the title to the property therein comprised to the purchaser, or mortgagor, and containing a proper receipt for the consideration, should be held by so doing to have given the solicitor authority to receive the consideration. We all know in how many cases this is done as a matter of courtesy, and for the purpose of facilitating business which might otherwise be intolerably long drawn out, but it does not seem right that the purchaser's solicitor should be put under pressure, as he often is, to pay over money in a manner which is unauthorized by law, and so possibly involve himself or his client in most serious loss. We therefore feel that we need make no apology for quoting in full the section of the English Act to which reference has been made, and suggesting to the Hon. Attorney-General for Ontario the propriety of including this useful provision in the next statute for the amendment of the law.

The section is as follows (Imp. Act. 44 & 45 Vict. c. 41, s. 56) :—

“Where a solicitor produces a deed, having in the body thereof, or indorsed thereon, a receipt for consideration money or other consideration, the deed being executed, or the indorsed receipt being signed, by the person entitled to give a receipt for