whilst his style is more ornate, and abounds in redundancy of expression. The fact that *he* remits collections promptly seems hard on the other practitioners in his neighbourhood. It is affecting to hear it stated that he is compelled to make his charges for conveyancing very low; but there is, we know, great competition, and modest merit is always at a disadvantage. The N. B. seems unnecessary, but country people are often very dense and a "damnable iteration" is a matter of necessity. The following is the professional (?) card alluded to, name "for obvious reasons" omitted:—

Solicitor to the Supreme Court of Judicature.
Attorney-at-Law, &c.

Member of the Law Society of Upper Canada, Graduate of the Law School, one of the Attorneys of her Majesty's Courts of Queens Bench and Common Pleas, and a Solicitor of the Court of Chancery for Ontario, Proctor in the Surrogate, Bankruptcy, Probate and Admiralty Courts, Solicitor in the Supreme Court and to the High Court of Judicature for Ontario. Member of the Dominion Solicitors' Association. Notary, &c., &c. Advice free. Collections promptly remitted. Conveyancing charges very low.
N.B.—Admitted to practice in all the Courts.

PAYMENT INTO COURT.

A correspondent has sent us a communication on the subject of the effect of payment into Court when actions are brought in the Superior Court which might have been brought in an Inferior Court. He observes that, although since the case of *Garnett* v. *Bradley*, L. R. 3 App. Cas. 944 taken in connection with our Order 50, r. 1 (No. 428) which provides that subject to the provisions of the Judicature Act, the costs *of and incident to all proceedings in the High Court shall be in the discretion of the Court*, such matters have not the importance they had before—yet, as a judge would probably be guided as to what was the law before the Judicature Act in allowing or in refusing costs, it is well to point out a probable misconception that existed in many minds as to the effect of payment into Court. The writer thus discusses the subject:—

"There is, as far as we are aware of, but one reported case in our own courts upon the above subject—*Leslie* v. *Forsyth et al.*, 1 C L. J. 188. In that case an action was brought in the Superior Court for a sum presumably beyond the jurisdiction of the County Court. The plaintiff accepted $152 in full of his claim in the suit, leaving the costs to be settled by agreement or taxation. A dispute then arose between the parties whether the plaintiff was entitled to County Court or Superior Court costs, the defendant contending that as the plaintiff accepted a sum clearly within the jurisdiction of the County Court, he should have only County Court costs. The matter came before C. J. Richards, in Chambers, and he certified for full costs. He states in the reported judgment of the case that 'the plaintiff is in the same position as if the money had been paid into Court, the effect of which I take it would be to admit the plaintiff's right to full costs.' In many instances, it is believed, this has been accepted as the proper view to take of the effect of such payments, which view, we think, may be seriously questioned in the light of several English authorities decided since this case was reported.

One of the earliest cases upon the subject is *Crosse* v. *Seaman*, 11 C. B., 524, where a plaintiff recovered, with an amount paid into Court, in all over £20. It was held that the proper view was to take into consideration what was recovered, or rather resulted to the plaintiff from the action, and the plaintiff was allowed full costs. This decision is only what would be anticipated from a common sense view of the Act relating to the question of costs, in the class of cases we allude to. This case was followed by *Chambers* v *Wiles*, 24 L. J. B. 267, the spirit of which is in favour of the view of C. J. Richards, in *Leslie* v. *Forsyth et al*, and no doubt he had that case in mind when he decided as he