

the plaintiff, but failed to prove that it was executed by Meloche or under his authority.

The only question upon which judgment was reserved at the argument was whether the learned Judge had jurisdiction to try the action under section 62 of The Division Courts Act, 10 Edw. VII., ch. 32.

Jurisdiction of the Division Court was first extended to claims for \$200 by 43 Vict., ch. 8, sec. 2, and the extended jurisdiction was made to embrace "All claims for the recovery of a debt or money demand, the amount or balance of which does not exceed two hundred dollars, and the amount or original amount of the claim is ascertained by the signature of the defendant or of the person whom, as executor or administrator, the defendant represents."

This provision was amended by 56 Vict. ch. 15, sec. 2, by making a provision that interest accumulated upon any such claim should not be included in determining the question of jurisdiction, but that the same might be recovered in addition to the claim, notwithstanding that the interest and the amount of the claim so ascertained together exceed two hundred dollars.

There were many conflicting decisions as to the principle of construction of the word "ascertained" in the Act conferring the extended jurisdiction, and the leading ones are reviewed in *Kreutziger v. Brox* (1900), 32 O. R. 418, where the learned Chancellor, in delivering the judgment of the Divisional Court, lays down the following as the proper construction to be applied:

"The amount of the claim is ascertained by the signature of the defendant if it is thereby made certain, i.e., if upon proof of the signature the liability is established. If other and extrinsic evidence is required, such as to shew completion of the contract—in the case of a signed building contract to pay so much for a house—the stipulated price is not ascertained by the mere evidence of contract. The jurisdiction of the Division Court is extended to cases where the balance claimed on such an ascertained amount does not exceed \$200, but it was not intended in such cases to throw open in the lower forum disputed matters as to the proper completion of the contract—the due fulfilment of all conditions and the like."

By 4 Edw. VII. ch. 12, sec. 1, the Act was amended by adding the following section:

"72a. The amount or original amount of the claim shall not be deemed to be ascertained by the signature of the