improvement in the law is necessary, that a principle on which it may be based has been adopted by the U. C. Legislature in the Chief Justice's Act—that a like principle is to be found in the Imperial Acts to which we referred, and a procedure under them in successful operation for years—may not the Legislature here be fairly invoked, at least to begin in the way of amendment. No rash or sweeping change is advocated—nor would new and untried tribunals be necessary to carry out the desired reform: we have no need to create Courts to which to delegate the jurisdiction. There are in existence tribunals similar to the Civil Bill Courts in Ireland and the County Courts in England—the machinery in our County Courts is just suited to the purpose.

The alterations proposed are these: *Jurisdiction* to be given to the Upper Canada County Courts for the recovery of tenements when the value of the premises or the rent payable in respect thereof does not exceed £—— (*some small amount*) per annum, when the term has expired or been determined by legal notice to quit and the tenant or occupant wrongfully overholds. *Procedure* as follows: The landlord to file a claim stating the determination of the tenancy, &c., and the fact of overholding. A summons to be issued thereon requiring the occupant or tenant to answer in ten days, or in default to be turned out of possession. Should defendant plead, the case to be set down for trial at the sittings of the County Court, or of any Division Court; the Judge to determine the law and facts of the case, unless either party should demand a jury; the decision to be enforced by writ of possession, &c., as in the Courts above.

Here is a proceeding both simple and inexpensive, and in from 10 to 30 days the landlord might have his writ of possession. The jurisdiction would not be conferring more important powers than the County Courts now exercise; every question that could arise in such a proceeding may now come up in actions of Replevin or other actions involving questions between landlord and tenant. The public expense would not be increased, for such cases would be referred to competent courts already constituted.

A few cases might perhaps be withdrawn from the Superior Courts, but the many owners of small tenements who are now without redress, or obliged to seek it at a ruinous sacrifice, would be afforded facilities for relief, while the *honest* tenant would be in a better situation—for where there is more than ordinary risk, there must be an increased charge for it.

The writer has no selfish interests to serve in what he has urged, and he does not belong to the school of presumptuous innovaters. Speaking from a large experience, he ventures to assert that no more important measure of reform in legal procedure, as affecting small right, could engage the attention of the law officers of the Crown. It involves no organic change, it is defensible, it is called for on every possible ground; it is warranted by precedent, supported by legal principle, and pregnant with obvious and extensive advantages.

A. B. V.

LIABILITY OF SHERIFF—WRITS OF EXECUTION.

As information on the points raised by the letter of "A Deputy Sheriff" will be acceptable to a large class of readers of the *Law Journal*, we have thought it advisable to refer somewhat fully, to one or two of the leading decisions of the Superior Courts of Upper Canada:—

To the Editor of the "Law Journal."

SIR,

I shall be glad to learn, through the medium of your Periodical, whether a Sheriff, having made a seizure of goods under a writ runs any risk, or incurs any liability in allowing the goods seized to remain in the possession of the defendant, pending an arangement for settlement, or until called for by the Sheriff? And in a case where goods so permitted by the Sheriff to remain in the debtor's custody, are afterwards seized on by a Division Court Bailiff under process of that Court, what course must the Sheriff adopt to recover possession?

Yours truly,
A DEPUTY SHERIFF.

As to the risk which may be run, that obviously is matter of judgment and discretion in which one must be guided by a knowledge of the character, and responsibility of the execution debtor: but in no case should a Sheriff permit detention by the debtor of goods seized, without being amply secured by bond of third parties for his indemnity. C. J. Robinson, in *Corbett Sheriff* v. *Hopkirk*, 9 U. C. R., 485, recommended the forms of Bond in somewhat similar cases, given in Watson on Sheriffs, 379, 380.

The question of the Sheriff's liability involves, however, other and legal considerations. "Pending a settlement" implies acquiescence on the part of the plaintiff in such a course as is suggested, and such acquiescence and how far it would relieve a Sheriff would be determinable according to the peculiar circumstances of the case: but that in the absence of any such acquiescence a Sheriff does incur serious responsibility will be seen in the following late cases.

A Sheriff seized goods under an execution, but left them in the possession of the execution debtor, agreeing not to sell until just before the return of the writ, upon receiving a receipt for the same with an undertaking to deliver them to the Sheriff when requested so to do; the landlord of the execution debtor having, subsequently and whilst the goods