

oral testimony may be required to establish it." In this case, though both the quantity and price to be paid were both agreed on, and formed the "act" invoked to give jurisdiction, yet the money was not earned till afterwards, and so there was nothing *due* at the time of the "act" relied on.

The same state of things existed in the case of *Wallbridge v. Brown*, 18 U.C.R. 158; that is, the amount for which the defendant was liable was not ascertained till some time after the agreement between the parties relied on to give jurisdiction. *Durnin v. McLean*, 10 P.R. 295, is a somewhat similar case.

We have above referred to *Reddick v. The Traders Bank*, where Meredith, J., says: "... According with the current of legislation, which flows towards increasing rather than curtailing the jurisdiction of the inferior courts." Well, it may be so; though, be it remarked, no increase in the general jurisdiction has been made during the last thirty-eight years (since 1856); but whether it be so or not, it would appear as if, on the point we are now speaking of, the current of *decisions* were the other way, if we compare, for instance, *Wallbridge v. Brown* with *Robb v. Murray*.

From *Allen v. The Fairfax Cheese Co.*, 21 O.R. 598, it will be seen that County Courts have jurisdiction to entertain an action by a partner against his co-partners where the claim is a purely money demand, even though this may involve the taking of the whole partnership accounts.

In *Reddick v. The Traders Bank* (*supra*) an action to recover a balance (of less than \$200) remaining in the hands of mortgagees after sale of mortgaged premises and satisfaction of their own claim was entertained.

Unlike the limitation imposed on Division Courts, there is no limit to the accounts that may be inquired into in the County Court, provided the balance claimed does not exceed the jurisdiction.

A claim under s-s. 1 of s. 19, not exceeding \$200, may be joined with a claim under s-s. 2, provided both together do not exceed \$400.

The amount claimed does not always settle the jurisdiction. This will sometimes depend on how the claim is framed, whether in *tort* or otherwise. In *O'Brien v. Irving*, 7 P.R. 308, a claim of \$90 was founded on contract, and so held to be within the jurisdiction of the Division Court. Had it been in *tort*, as it