

defendant further promised that in the event of E. getting into trouble he would marry her before anyone knew about it.

*Held*, reversing the decision of the County Court judge for District No. 3, that the promise of marriage was a continuing one until the event took place, and that the existence of the promise, renewed by the defendant as an inducement to E., came within the meaning of the Code s. 212.

*J. J. Power*, K.C., for the Crown. *Nem con.*

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## Province of British Columbia.

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### COUNTY COURT.

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Howay, Co. J.]

McLEAN v. DOVE.

[Jan. 4.

*County Court—Practice — Costs — Review of taxation — Scales “over \$10 to \$25” and “over \$250 to \$500”—Amount recovered by means of the action.*

Plaintiff claimed \$333.19 for certain cattle sold to defendant, who pleaded tender of \$300 and payment into Court, and not indebted as to the remainder of the claim. Judgment for plaintiff was given for \$250. The taxing officer allowed costs on the scale “over \$250 to \$500.”

*Held*, on review of the taxing officer's ruling, that the amount recovered by means of the action being only \$20, the costs should have been taxed on the scale “over \$10 to \$25.”

*Reid*, for the application. *Bole*, K.C., contra.

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## Book Reviews.

*Manual of the Law of Evidence for the use of Students.* By SYDNEY L. PHIPPSON. London: Stevens & Haynes, Bell Yard, 1908.

This volume of 208 pages is an abridgement of the 4th edition of the author's general treatise upon the same subject. It is a concise compendium of the law and will be useful not only to students but to practitioners also. The name of the author is a sufficient recommendation.