Law in which the amount of the demand is ascertained by the signature of the defendant, and in any action for any debt in which a judge of either of such courts is satisfied that the case may be safely tried in a County Court, such judge may order the case to be tried in the County Court of the County where such action was commenced, &c.

This was an intelligble provision found to be of much benefit to the mercantile community and largely taken advantage of, and under which no question could arise as to the proper forum, when the case came on for trial, and it had the advantage of relieving, and was intended to relieve the Superior Court Judges of that part of their Circuit work which could as well be done by an inferior court.

Section 17 is now to stand in the place of this provision, and whilst the new section, as we think, changes the practice for the worse, the subsequent sections in a measure nullify the advantages it might possess. The practice under the new Act provides that all issues, &c., in certain actions in the Superior Courts may be tried in the proper County Court, where the amount is liquidated, or ascertained by the signature of the defendant, "unless a Judge of such Superior Court (does this mean a Judge of the particular Court in which the action is brought, or *any* Superior Court Judge?) shall otherwise order, and upon such terms as he may deem meet. Now, according to our view, the result of this Act will be to take as much responsibility as possible from the County Court Judges, but here, by what seems to be nothing but a "penny wise" attempt to reduce costs in doing away with the order required by the Act of 23 Vic., very important Superior Court cases may come before County Judges for trial, which is not always to be desired, and the very thing this Act apparently seeks to prevent, but which is impossible under the law still in force. The guarantees that such will not be the case are in the nature of the action, and in the power given to a Judge to "otherwise order." But as to the first, it is notorious that many very special defences may arise in suits where the amount is ascertained (or rather technically supposed to be ascertained) by the signature of the defendant. And in the next place there will be the danger, when an application is made to a judge to "otherwise order" of the parties in a contested case, being in doubt until the last moment whether it will be necessary for them to prepare evidence and summon witnesses for the trial of the cause at the time and place for which notice has been given.

The bill as originally introduced gave no power to a judge to prevent a Superior Court case from being tried before a County Court judge, from which it might be argued that it was not the intention of the former to take away the chance of special cases occasionally coming before the County Courts, but if the proviso means anything, it must mean that a judge is to exercise some discretion with reference to the importance of the case, when a defendant seeks to prevent it being tried before a County Judge. If it only has reference to the *time* of the trial and not to the difficulties or importance of it, that power is sufficiently given without this provision.

In sub-section 3 of the same section, a difficulty will often arise in practice when an application is made, before trial, to postpone such trial. The application it is said must be made to "a judge of the Court in which the action is brought." If the action is brought in the Queen's Bench a judge of the Common Pleas may be sitting in Chambers. This may be a small matter, but a little more attention to details of this kind is necessary to make the machinery of litigation run smoothly.

It does not seem quite clear whether the next sub-section refers only to Superior Court cases, or to all cases, no matter whether in Superior or County Courts. The words "or unless a Judge of one of the Superior Courts shall otherwise order," would seem to imply the former, and the first part of the clause the latter view.

We presume the word *cause* or *suit* has been accidentally omitted after the words "County Court" in the second line of the 5th sub-section.

As to the two next clauses, if there is one thing that the Judges object to, it is their notes becoming the property of suitors, and with very good reason, as we have explained in a former occasion. Why, by the way, should the unfortunate clerks be made to pay out of their own pockets the cost of these note books. The only answer we apprehend is the "economical one," that no expense should be thrown on the public purse that can by any means, prudential or otherwise, be cast upon private