

the High Court. By the decisions we have referred to, they have laid down two different rules of practice on the identically same point, so that a suitor in the Queen's Bench Division must follow one method, a suitor in the Common Pleas Division another, and different one, and, for aught we can see, the suitor in the Chancery Division still another; for there is nothing to prevent the Divisional Court of that Division arriving at the conclusion that both of the other Divisions are wrong, and decreeing that some other mode of procedure is correct.

I may be said that the divergencies of opinion can be corrected by an appeal to the Court of Appeal, but to carry an appeal there on a simple point of practice is a rather expensive luxury, which not every suitor cares to indulge in, and it may be years before one can be found willing to adopt that method of settling the practice. In the meantime, in spite of the Judicature Act, two or more different methods of practice grow up in the same court, for we must never forget that all the Divisions are component parts of one and the same court.

If the judges of the High Court are not able to devise some method for preventing such absurd results, the legislature ought to step in and do it.

CURRENT ENGLISH CASES.

VENDOR AND PURCHASER—CONTRACT—LETTERS—REFERENCE TO FORMAL CONTRACT—SPECIFIC PERFORMANCE.

Jones v. Daniel, (1894) 2 Ch. 332, was an action for the specific performance of an alleged contract to purchase lands, in which the existence of a contract was denied. The facts on which the plaintiff relied were these: The defendant, after some negotiation, wrote to the plaintiff's solicitors as follows: "I may say, in respect of this property, the offer I made you of £1,450 is my fullest, and in the present unsatisfactory definition of the leases, etc., etc., it is more than its real value." The solicitors replied: "Mr. W. Jones has considered your offer of £1,450 for his reversionary interest in this property. He thinks it very low, but . . . accepts it, and we enclose contract for your signature. On receipt of this, signed by you across the stamp, and deposit, we will send you copy signed by him." The form of contract enclosed stipulated for a deposit of ten per cent. on the purchase money, and