themselves should have ascertained by their own act, or should have been settled by the signature of the defendant before the suit was brought, and it must be remarked that in the case cited no sum of money whatever was mentioned in the writing signed by the defendant. The subsequent case of *Cushman* v. *Reid* 5 Prac., R. 121 and 20 C. P. 147, was an action on a promissory note made at Chicago, whereby the defendant twelve months after date promised to pay the plaintiff $900, with interest at ten per cent. It had been mutually admitted between the parties, that (although the sum mentioned in the note *was* ascertained by the signature of the defendant and the note in fact signed by him), the amount was payable in United States Treasury Notes—termed "greenbacks;" and that whatever plaintiff was entitled to recover, (if anything) the amount should be such sum in Canadian or British currency, as would be equivalent to greenbacks, &c. The cause was carried down for trial to the County Court, under the Law Reform Act of 1868, and damages assessed at $743.53. Application was afterwards made in Chambers to stay proceedings because it was contended the Act did not apply, the amount for which the action was brought not being "liquidated or ascertained by the signature of the defendant" within the 17th section of the Law Reform Act, 1868. A rule was subsequently obtained to set aside the verdict for irregularity:—it was held that the case was distinguishable from *Wallbridge* v. *Brown*, inasmuch as it appeared that the sum for which the defendant was bound, was not $900 of Canadian money but such amount in Canadian money as having regard to the value of United States treasury notes and Canadian currency the $900 expressed in the note, with interest, should be worth; which value was so constantly varying, and an element of uncertainty existing about it, that it was rendered impossible to say that the amount sued for was ever "liquidated or ascertained by the signature of the defendant." It is very plainly set forth in the judgment of GWYNNE J. (page 152) that if so "ascertained" *it must have been when the defendant affixed his signature to the instrument*; that it was obvious that at the time it was not only not ascertained but it was *unascertainable* what would be the amount payable and due under the instrument twelve months afterwards, because the value of the U. S. Treasury notes fluctuated every day, and some days more than once or twice.

It had been argued for the plaintiff that *Wallbridge* v. *Brown* was decisively in favor of the plaintiff, but the court held not—for in that case the defendant had agreed in writing to pay to the plaintiff the invoice price of the lathe and the charges for freight and duty, and reference could be had to the certain price named in the invoice and to the fixed charges for freight and duty paid by the plaintiff, for the purpose of determining that the amount claimed by the plaintiff was sufficiently liquidated, and ascertained by the act of the parties, within the amount for which an action could be brought in the County Court, so as to give that Court jurisdiction to try the case; but that in the case in question there was nothing certain or ascertained by the signature of the defendant, by which the amount demandable could be determined;—that with the varying quotations of the value of United States funds or greenbacks as compared with Canada currency, the defendant could have nothing to do, and evidence must necessarily be called for the purpose, which might show great variation; and the Court held quite decisively that the Law Reform Act did not contemplate removing from the Superior Court, for trial in an inferior court at the will of the plaintiff alone, a cause of action where the whole principal amount demanded by the plaintiff in the action was not clearly "ascertained by the signature of the defendant."

It would seem hard to reconcile these decisions in what they may seem to conflict in