The words "Cause of Action," which have been the text of so much discussion both here and in England, have again been a bone of contention in our Court of Queen's Bench in the case of *O'Donohoe* v. *Wiley*, 43 U. C. R. 350. Harrison, C. J., in delivering the judgment of the Court after giving a short but interesting review of the course the decisions have taken on this subject, stated that the case of *Jackson* v. *Spittal*, L. R. 5 C. P. 542, which was agreed to by the judges in England, after a conference, in *Vaughan* v. *Weldon*, L. R. 10 C. P. 47, would be followed. It will be remembered that these cases decided that the words do not mean the *whole cause of action* but the breach alone. The same words, though in a different connection, are used in our Division Courts Act, but under that Act, for the reasons given in *Noxon et al.* v. *Holmes et al.*, 5 C. P. 541, the words are still held to mean, in accordance with the previous decisions in our own Courts, the whole cause of action, *i. e.* the contract and the breach.

We notice some typographical and clerical errors in the report of *O'Donohoe* v. *Wiley*. In the head note the case of *Jackson* v. *Spittal* is cited as *Spittal* v. *Jackson*; Rev. Stat. O. ch. 50 is referred to as ch. 20; at page 356, *Noxon et al.* v. *Holmes et al.* is spoken of as "*Noxen* v. *Holmes et al.*"; and at page 364, *McGiverin* v. *James et al.* is cited as *McGiverin* v. *Smith et al.* A good proof reader is a *rara avis*.

GARNISHING SURPLUS MONEYS.

In *Nicol* v. *Ewin* (ante, p. 171), Mr. Dalton upon a special case submitted to him for judicial opinion, came to a conclusion somewhat at variance with a decision of Draper, C. J., in *McKay* v. *Mitchell*, 6 U. C. L. J. 61. The question before the Chief Justice was as to the rights of a creditor who had obtained a garnishing order for the payment of the surplus proceeds of a sale of land in the hands of the mortgagee who had exercised his power of sale. It appeared that there were other judgments which formed liens on the land prior to the plaintiff's judgment. But it was held that the proceeds of the sale were not affected by these prior judgments and the money was ordered to be paid to the attaching creditor. Mr. Dalton, admitting that this case might represent the position at law of the rival claimants, thought that it was not so in equity, and, as he had to decide finally upon the rights of the parties, legal and equitable, he held, under similar circumstances, that the creditors who had liens in the land retained such liens by way of priority against the proceeds when the land was sold under a power of sale paramount. It became necessary to consider this question lately in England in the case of *Backhouse* v. *Liddle*, 38 L. T. N. S. 487, and an opinion was expressed by Lord Coleridge, substantially in conformity with Mr. Dalton's views. It was a case of garnishment for the surplus money of a mortgaged property which had been sold, and it was thought that had the judgment been a lien on the land it would have retained its charging efficacy as against the land when converted; but, as no steps had been taken under 27-28 Vict. c. 112 s. 1, to "levy on" an execution upon the judgment, it was held that the land was not affected by a registered judgment executed in part by a writ of *fi. fa.* unless it had been actually delivered in execution.

WHEN AN APPEAL WILL LIE FOR COSTS.

It is a general rule observed by all the Courts on the question of costs that the