Christopherson v. *Lotinga*, the whole question was argued as to whether the words of the statute were directory, or imperative, and all four judges held, reluctantly, that they were imperative. But in the case of a corporation, though no provision to that effect is contained in the statute, since a corporation is incapable of making an affidavit, and perhaps of forming a belief, the affidavit of the attorney is admitted, on the principle of the beneficial construction of remedial statutes. (Maxwell on Stat. 206). This was decided in *Kingsford* v. *G. W. Ry. Company*, 16 C. B. N. S. 761 (1864), the ground being that it was the intention of the Legislature that its benefits should be extended to all suitors. In that case Willes, J. (p. 769) says: "All that the Court decided in *Christopherson* v. *Lotinga* is . . . that distance and inconvenience are not ground for dispensing with the affidavit of the party, . . . or to speak more correctly, that the Legislature cannot have intended to make an exception when the making of an affidavit by that party is extremely inconvenient, it being still possible." This case is referred to with approbation in *Tiffany* v. *Bullen*, 18 U. C. C. P. 97. A curious question arises as to whether the same indulgence should be granted to corporations under R. S. O. c. 50, sec. 71, which provides for the giving of security for costs in *qui tam* actions. The section enacts that the application is to be made "upon an affidavit made by the defendant applying." In the recent case of *Martin* v. *The Consolidated Bank* (not yet reported), Mr. Dalton held that an affidavit of the attorney of the corporation was not sufficient, on the ground that the statute did not extend to, and had not provided for, the case of a corporation. This decision was grounded mainly on the case of *Bank of Montreal* v. *Cameron*, 2 Q. B. D. 536, and stands enlarged before the full Court. The last-named case was on Order XIV., Rule 1 (Judicature Act), which says that, when the defendant appears on a writ of summons specially endorsed, the plaintiff may, "on affidavit verifying the cause of action, and swearing that in his belief there is no defence to the action," call on the defendant to show cause why the plaintiff should not be at liberty to sign final judgment for the amount endorsed. And it was held such an order cannot be obtained where the plaintiff is a corporation, because the Rule requires an affidavit to be made by the plaintiff himself as to his own belief. One of the judges, who had been concerned in framing the Orders, confessed that the framers had not had before their mind the case of corporations. Should Mr. Dalton's decision in *Martin* v. *The Consolidated Bank* be upheld by the full Court, it is to be hoped the Legislature will amend an obvious oversight in R. S. O. c. 50, sec. 71. It, for example, could never have been intended that if some worthless informer should proceed against a bank under 37 Vict. c. 47, sec. 3 (C), as was the case here, the defendant should be unable to obtain security for his costs.

Certiorari.

R.S.O. c. 43, sec. 24, enacts:—"Whenever it appears in any action otherwise of the proper competency of the County Court, that such Court has not cognizance thereof from the title to land being brought in question, &c., any Judge of either of the Supreme Courts of Common Law, or the Judge of the County Court before whom such cause is pending, may order a writ of *certiorari* to issue," &c. It may be useful to point out what appears to be the history of the enactment. In *Powley* v. *Whitehead*, 16 U.C.Q.B. 589, the defendant put in a plea, and annexed to it an affidavit, as required by 8 Vict. c. 13,