decision of a final nature might be obtained upon an application to one of the Superior Courts, or a judge thereof, for a *mandamus* to compel a Clerk of a County Court to tax County Court costs in a case in which this question is involved. Meantime, I must decide that the Clerk can only tax costs to the plaintiff upon the Division Court scale.

REVIEW.

A TREATISE ON THE LAW OF CHOSES IN ACTION, together with an Appendix of Forms and Statutes. By J. James Kehoe, of Osgoode Hall, Barrister-at-Law. Toronto: Carswell & Co., 1881.

Mr. Kehoe has chosen an important and difficult head of law for the subject of his first venture in legal authorship; nor has he had the advantage enjoyed by the great majority of legal writers, who profit by the researches, and take warning from the errors, of their predecessors. Mr. Kehoe, as he reminds us in his preface, has chosen a subject which has remained hitherto without a commentator,—a fact not greatly to be wondered at when we remember that the Statute which may be said in a sense to have created it, or at all events to have given it its peculiar character and importance, is only about eight years old. We refer, of course, to the Statute of 35 Vict., cap. 12 (R. S. O., cap. 116, ss. 6-12), which made choses in action assignable at law by any form of writing, and thus extended to common law a doctrine which had long been familiar to Courts of Equity. The little work before us is mainly, though by no means exclusively, concerned with the interpretation and illustration of the principles laid down in this Statute, and the reported cases depending thereon, which are of continually increasing number and importance. Mr. Kehoe's book is not, however, a mere commentary on a single statute, as a glance at the table of contents will show, but a clearly and logically arranged *resume* of the leading topics included in the general subject of Choses in Action. Starting in the first chapter with a discussion of the various definitions which have been given of the term, and a general statement of the old legal doctrine, and the changes introduced by modern legislation, he proceeds in the second chapter to state the leading principles relating to Rights of Action. The subject of Equitable Assignments is next dealt with, followed by a statement of the Common Law doctrine, both before and after the Statute of 35 Vict. The fifth chapter deals with a number of particular assignments, which possess peculiar features of their own, though controlled to a greater or less extent by the general principles enunciated in the previous part of the volume. Separate chapters are devoted to the transfer of Corporation Debentures, and of Bills of Lading, and the assignment of securities by a creditor to a surety who has paid his debt. The ninth chapter deals with Maintenance and Champerty, the tenth with the exceedingly difficult subject of the Choses in Action of Married Women, and the eleventh and last with the Pleading of Assignments. From this bird's-eye view of the contents, our readers will see the wide range and variety of the topics with which Mr. Kehoe has dealt, and though in a volume of little over 150 pages, it could scarcely be expected that his treatment of them should be exhaustive and complete, we have no hesitation in saying that this little book will be found a valuable help towards the understanding of this comparatively new and undoubtedly difficult branch of law. We may mention that the value of this volume for practical purposes is much enhanced by a useful appendix of Forms and Statutes, and an excellent index.

CORRESPONDENCE.

Division Court Equity—Bills and notes—Bona fide holder.

To the Editor of the CANADA LAW JOURNAL:—

The defendant, in an action of *Harding* v. *Hartney*, in the Fifth Division Court of the county of Renfrew, bought from T. E. W. & Co., apple trees to the amount of $27.00, for which he gave his note, payable to T. E. W. & Co. or bearer. T. E. W. & Co. sold this note to the plaintiff, a broker in Brockville along with other notes to the amount o $1000.00. At the trial the making of the note was admitted, and the defence set up was that T. E. W. & Co. had verbally agreed to attend