fixed principle, and actually excluded from the cognizance of the County Courts a great variety of cases that the Division Courts, Courts of Summary Jurisdiction, were empowered to determine. Moreover, a distinction unfounded in principle was made between actions founded on contract and for wrongs; the latter being assumed to be the more difficult in the process of investigation.

The jurisdiction is not increased in *amount* by section 20, but is very materially enlarged as to *subject matter*. The general limit as to amount is £50, but where a suit relates to *debt*, *covenant*, or *contract*, and the amount happens to be *liquidated* or *ascertained* by the *act* of the parties (for example, where an account has been stated) or the signature of the defendant (as in the case of a bond or promissory note) it extends to £100. The distinction is simple and intelligible. The practitioner will now, if the amount sought to be recovered for debt or damages is £50 or under, have only to ask himself, does it fall within the exemptions, viz., will title to land be brought in question in the action, or the validity of any devise, bequest or limitation, under any will or settlement be the subject of dispute? or will the cause assume the shape of an action for libel, slander, criminal conversation or seduction? if not, then the action may be maintained in the County Courts.

The powers of the Court are "more clearly defined" in this way: the terms used "all personal actions," is the broadest that can be employed, including actions for the specific recovery of goods, or for damages or breach of contract, or wrongs done to the person or property; in other words, all actions *ex contractu*, and actions *ex delicto*, not including those which form the exceptions set out in the clause—neither Dower nor Ejectment fall within the definition of personal actions.—*Communicated.*

WHO IS THE *IRNERIUS?*

In the authorized copy of the Common Law Procedure Act of the last Session, we notice, shall we call it, a *gloss* upon the Statute. At all events on the first page the reader is directed by a star to a foot note, and throughout the Act we found certain figures and letters to which this foot note referred.

Dim visions of the learned labours of Irnerius and Placentius, and other restorers of the Roman Law, floated before us, and the maxim "*quidquid non agnoscit glossa, nec agnoscit curia,*" was upon our lips. A glossed Act of Parliament! was something so entirely novel, that we were for the moment at a loss what to think. With reflection, occurred the question,—What does it mean? Who is the glossator? Has the Legislature drawn light from the East, or has the Law Clerk or the Queen's Printer volunteered to illumine? Without saying with Johnson, that that "all change is in itself an evil," we confess a constitutional timidity respecting novelties, and think in the matter of an Act of Parliament that "*via antiqua, via est tuta.*"

It may be said certainly that the common marginal notes in our Statutes are held to form no part of the Law itself, and are rejected by the Courts in the work of Interpretation; and that the note in question is, something like the changes in type, to be regarded as a little embellishment of the Printers. But an *abridgement* of the body of the Law is a very different thing from a *gloss* or note which serves as an *interpretation* of the law itself.

"The notes in brackets," says the note, "indicate the sources from which the provisions of the clauses &c., are derived": plenty of room for "Judge-made Law," if this is to read as part of the Act.

"Where there is no bracketed note, the provisions of the clause are original," so says the note. What say you, my Lords the Judges, to this? "*Original*" doubtless means "*new*," and there is undoubted authority to establish this point "there is no *new* thing under the sun."

"The clauses from the English Act are taken with as little change as was consistent with their adaptation to U. C. Law and Institutions." Are my Lords to take this as gospel, or will they feel that construction may make the "little change" a little less or a little greater without inconsistency; should "the laws and Institutions" referred to, haply change, is the interpretation of the law to change with it?

A nice little swarm of points for point lawyers, might be formed in this little note with its guiding star.

But seriously we think such notes objectionable when placed on the Statute Book: we find no prac-