performance, any more than Westminster as adminicular to Lincoln's-inn by damages? The notions of Chancery holiness and Chancery discretionary relief in aid of law are a growth from the ecclesiastical root of Bishop Chancellors, but are altogether inconsistent with a due civil administration of justice. The morals of the china jar contract might properly raise a question of judicial relief or no judicial relief, but they ought not juridically to influence the kind of relief. Much less should they afford ground for a discretionary jurisdiction as between one kind of relief and another. A leading principle in the admisitration of justice is, that a court shall completely dispose of a matter within its cognisance. Justice is one and indivisible. If specific performance be justice, let there be specific performance: if damages, let there be damages; if dismissal, then dismissal.

The continuance of the practice of leaving a peccant plaintiff to his remedy at law in damages is the more wonderful, when, by sect. 2 of the Chancery Amendment Act of 1858, in the case of a suit for specific performance, the court may, if it thinks fit, award damages to the party injured; and by the same Act the court is furnished with the necessary powers for causing the damages to be assessed. There the Legislature has halted. The reason of the comparative failure of this Act, as far as it goes, is that, instead of grasping principles, it fingers details. The remedy required is a sweeping enactment that the Court of Chancery shall be bound to administer complete and final justice in every case within its cognisance, and be supplied with all the machinery necessary in that behalf. The plaintiff then, in going to Lincoln's-inn, will have made his election. The cause will receive an adjudication on principles of jurisprudence, and not be denied one under the traditions of ecclesiastical discretion. Such is a true solution of the fusion of law and equity problem.—*Law Times.*

DIVISION COURTS.

CORRESPONDENCE.

GODERICH, 11th August, 1859.

To the Editors of the Law Journal.

GENTLEMEN,—There are two questions to which I humbly desire an answer, in your next issue of the *Journal.*

1st. Has the Judge of the Division Court the power to prohibit agents from acting at said Court?

2nd. When an agent acts for several plaintiffs in said Court, has the Clerk the power or any right to withhold the money collected for any one of these plaintiffs, to satisfy the costs of all the suits placed in said Clerk's hands for collection by one agent, and is the agent in any way responsible for the costs?

My reasons for asking these questions are as follows:

1st. The Judge here, at a late sitting of the Division Court, declared that he would no longer allow agents to appear in said Court, for any client; and that the suitor must henceforth appear in person, or by a duly admitted attorney; all this was the effect of some insult given to the Judge while presiding, by an agent while pleading a cause at said Court; but why punish the innocent for the act of a single aggressor?

2nd. The Clerk here has been in the habit of taking claims for collection, and paying his own costs out of the first monies collected, I have put in several different parties, in two cases there is more collected than what will pay all costs; in one case there is not enough collected to pay all costs incurred on the same.

The Clerk thinks he is entitled to keep enough for all costs, and pay over the balance only. Now I think that he is bound to pay to each plaintiff whatever balance there is, if any, after paying himself the costs incurred by that plaintiff.

I feel a difficulty in laying the matter plainly before you; hoping you may be able to comprehend what I wish, and that you will answer the same in your next issue,

I am, Gentlemen, yours obediently,

A SUBSCRIBER.

[1. We know of no law prohibiting parties from appearing by agents in the Division Courts. But non-professional men are disabled from acting as advocates. The Judge may in his discretion, refuse to hear those who make it a business of conducting or defending suits for other men.

2. If the Clerk knows no one in the transaction but the agent, and has opened an account as to debt and costs with him, it being understood that the Clerk was to have a general lien for his costs on the suits entered, we think he can deduct them out of the first monies coming to his hands. But such a practice, we would add, seems to us objectionable.—EDS. L. J.]

HAWKSVILLE, 31st August, 1859.

To the Editors of the Law Journal.

GENTLEMEN,—Agreeable to your request in the June number of the *Law Journal,* I annex a statement, as under, of all cases in which Judgment Summonses have issued in the Division Court here, for the period from 1st January, 1858, to 30th June, 1859,—18 months.

Court Sitting 15th January, 1858.—No. of Suits, 123.

Kroeling *v.* Rush, claim $21 42. Defendant dismissed, on promising that Plaintiff be paid by 1st February.

Ruff *v.* Klippert, claim $9 80. Defendant examined and dismissed.

Gilles *v.* Spetz, claim $38 20. Ordered, that Defendant pay $2 per month until debt paid. Only 3 instalments paid; no further proceedings taken.

Gilles *v.* Bishop, claim $22 59. Dismissed.

Ruff *v.* Saur, claim $15 80. Ordered to pay $1 per month, Defendant stated his ability to pay—no payment made, and no further proceeds had.

Court Sitting 16th February.—No. of Suits, 271.

Gilles *v.* Heimpel, claim $29 50. Ordered to pay $1 per month, Defendant stated his ability to pay—no payment made, and no further proceedings taken.

McNab *v.* Heimpel, claim $15 80. Ordered to pay $1 per month, subsequently settled between parties.

Mosser *v.* Colosky, claim $41 50. No service—Defendant absconded.

Court Sitting 18th March.—No. of Suits, 181.

Beisang & Wishnowsky *v.* Saur, claim $12 60. Dismissed. Plaintiff not present.

Court Sitting 20th May.—No. of Suits, 162.

Niemeir *v.* Tschirhart, claim $12 84. Ordered to pay 75 cents per month. Only three payments made, and no further proceedings taken.

McNab *v.* Otterhein, claim $8 04. Ordered to be imprisoned 10 days, for not appearing. Warrant issued, and return stayed by Plaintiff. Parties settled.

Voisin *v.* Flachs, claim $2 54. Summons withdrawn.

McNab *v.* Doerlucker, claim $12 42. Ordered to pay $4 per month. Defendant stated his ability to pay—payments all made, agreeably to order.

Hawke *v.* Welsh, claim $14 75. By consent. Defendant ordered to pay Plaintiff's claim in 20 days. Order complied with.

Kratt *v.* Loughead, claim $23 75. Ordered to be imprisoned 20 days, for refusing to be sworn. Parties settled same evening.

McNab *v.* Dechert, claim $12 87. Withdrawn.