that any notice should be given before commencing proceedings. In such cases the plaintiff is justified in initiating his suit at once and letting service of the process be the first intimation of the assertion of his rights.

JOTTINGS ON THE "ROUGH DRAFT," &c.

In glancing over what is called "The Rough Draft of the revised statutes of Ontario," we have noticed some matters not of much consequence in themselves, but which may as well be put right, if indeed it has not already been done, before they pass into the printed Parliamentary roll as the final exposition of the mind of the Legislature.

First, we call attention to a curious compound blunder in the schedule of the Common Law Procedure Act, (Tit. iv, c. 48, p. 654). In giving forms of pleas in actions on contracts there is a note to the second form "that he did not promise as alleged" as follows: "It would be objectionable to use 'did not warrant,' did not agree,' or any other general denial." In the C.S. U.C. p. 272, the sentence from which this is altered reads as follows: "It would be objectionable to use, 'did not warrant,' 'did not agree,' or any other appropriate denial." The compiler felt that the term "*appropriate*" was *mal à propos*, and tried his hand at amending the text. But like a good many other emendators, he failed to lay hold of the right word. The schedule to the English Act of 1852, shews the true reading thus: "It would be *unobjectionable* to use 'did not warrant,' 'did not agree,' or any other *appropriate* denial."

The memorandum in the margin of writs of summons, writs of attachment against absconding debtors, &c., to the effect that they are issued from the Clerk of the Crown and Pleas, should be altered to correspond with the fact that they are not issued from that office, but by the Clerk of the Process. The like oversight in the consolidated statutes gave rise to a learned discussion and a solemn judgment in *Wakefield* v. *Bruce*, 5 P. R. 77.

It may be as well also not to encourage the notion which obtains among some practitioners that there is such a verb as "*to garnishee.*" It is bad enough to have the ancient uncouth terms of the law, without adding to them by any modern spurious coinage. The person who owes the debt garnished (from Fr. *Garnir*, to warn) is the garnishee. But in the margin to sec. 124 of the Division Court Act (Tit. vi. c. 45, p. 461) the objectionable word is found, as if it might be used interchangeably with the proper verb "to garnish."

CONCERNING COSTS WHERE THE CROWN IS INTERESTED.

The characteristic difference between Courts of Law and Courts of Equity in the disposal of costs is this, that in no case are costs recoverable at law, except under the provisions of particular statutes, whereas in equity, as Lord Hardwicke puts it, conscience, and not authority, is the source of the jurisdiction. Except in some few special cases the statutes relating to costs omit to mention the Queen's name, and for that reason she is not within their operation, and cannot be called upon to pay costs at law when she is an unsuccessful litigant: *Atkinson* v. *The Queen's Proctor*, L. R. 2 P. & D. 255; *Reg.* v. *Beadle*, 7 E. & B. 492. But this reason does not apply to a Court of Equity, which possesses inherently the right of adjudicating on the question of costs. The duty of this Court to intervene in such a matter is equally imperative whether the Crown is concerned or not. The Court of Chancery has the power to impose costs against the Crown, but how to compel obedience to the order, *hic la-*