glaring defect, though designed to enable the Court to apply properly the facts inasmuch as the Judge did not see the witnesses and hence was unable to eliminate the wheat from the chaff of a mass of evidence laid before him. The Judges of the Court of Chancery in this Province, however, quickly discerned the weak points of the English procedure and with the best results.

It was not unnatural, under all the circumstances attending the introduction of the new Act, that Chancery procedure should have prevailed in its framing. In truth the Court of Chancery seems in a sense to have swallowed up the other Courts, for now the doctrines of Equity apply in case of any variance between Common Law and Equity, and the new procedure is in effect that of our late Court of Chancery. The issues will no longer be between two parties only, nor will the litigants be confined to one issue, (in this respect unlike the former procedure in Equity). The aim of the Act is that every right or obligation arising out of one transaction shall be settled in one suit and that all the parties interested in any way in the result may be brought before the Court.

Another marked feature is the counter claim. Common Law Courts have been enabled to deal with set-offs, and Courts of Equity have allowed them, if in contemplation of the parties in the transaction that gave rise to the suit; but the innovation of a counter claim has been hitherto unknown in the procedure of any Court of Justice of English origin, unless indeed it may have been known in some American Court under some of their codes. When, however, the working out of such a claim involves an injustice to the plaintiff or is undesirable, the defendant may be prevented from setting it up, leaving him to his action. Another feature of the Act, previously alluded to, is that the doctrines of Equity when at variance with the doctrines of Common Law now prevail, but in matters of practice unless defined by a Rule of Court that practice prevails which seems to be the best. In the case of *Newbiggins-by-the-Sea Gas Co.* v. *Armstrong*, W. R. 1879, 203, the Master of the Rolls adopted the practice of the Common Law rather than that of Equity for the reason stated. The defendant may also under the new procedure allege that while he may be liable to the plaintiff still some other party is the person who ought in future to satisfy the plaintiff's claim, and such person may be brought before the Court and be made a party. An instance of the hardships under the old procedure of a defendant not being able to bring such a party before the Court is afforded in the case of *Baxendale* v. *The London, Chatham and Dover Ry. Co.*, L. R. 10 Ex. 35, where the costs of contesting a claim for damages could not be recovered from the party who really should have contested the claim. It ought perhaps also to be pointed out that subject to certain exceptions and to the right of the defendant to apply, the plaintiff may join as many causes of action as he desires in his statement of claim, following the previous practice of Common Law, and unlike the practice of the Court of Chancery, where a bill would be demurrable for multifariousness; and that all allegations of the plaintiff in his statement of claim, following the old Chancery practice and not the English Judicature Act, must be proved unless admitted by the plea or statement of defence. We are not prepared, however, at present, to admit that in this respect the procedure which has been adopted is the best. It is very easy to see the great and unnecessary expense and delay that must often ensue. Our act has been mainly based on the English Judicature Act, and we much doubt the wisdom of departing from it in this matter and following it in others of more questionable advantage. Where is the sense of compelling a plaintiff to prove a number of things which the defendent never intends to contest. The old system of pleadings at Common Law may have had its defects, but there was much