under the Fraudulent Devises Act, was because these lands were not assets at law for the payment of any debts except those by specialty, whereby the debtor had also bound his heir. But the Imperial statute, 5 Geo. II. c. 7, s. 4, to which Mr. Armour refers, had the effect of altering that rule in Ontario, and lands became thereby assets for the payment of all debts just as fully as goods and chattels, and as creditors had always a right to follow the personal assets into the hands of a legatee, it is submitted that the effect of the statute making lands assets for the payment of debts was to give creditors the right to follow the real assets into the hands of a devisee, for otherwise the statute of Geo. II. could not be effectuated.

DEFENCE OF COUNTERCLAIM AGAINST COMPANY IN SCI. FA. ACTION.

We are rather inclined to think that the head-note in the case of *Grills* v. *Farah*, 21 O.L.R. 457, is somewhat confusing and may lead to possibly an erroneous impression as to the real effect of the judgment of Riddell, J., which it purports to summarize. The plaintiff had recovered judgment against a limited company and the action was in the nature of a sci. fa. against the defendant as a shareholder. The defendant set up by way of defence a set-off sounding in damages against the company alleging that he had been damnified by the company withholding from him certain shares which he had contracted to buy; these shares had nothing to do with the 500 shares which the defendant actually held and in respect of which he was sued. The Ontario Companies Act, 1907 (7 Edw. VII. c. 34), s. 69, provides that "any shareholder may (in such an action) plead by way of defence any set-off which he could set up against the company." After pointing out that at common law there was no such thing as "set-off" and that when "set-off" was allowed by statute to be set up as a defence it only applied to the case of mutual debts and not to cross claims for unliquidated damages; and that when "set-off" was pleadable the excess, if any, found due, might be re-