

by the judgment debtors. The debtors carried on a theatre on leasehold premises, and had mortgaged the lease, and Kekewich, J., was of opinion that the receiver was entitled to receive the money paid by the public for admission to the theatre, which he considered was of the nature of rent. The Court of Appeal (Lord Herschell, L.C., and Lindley and Davey, L.JJ.), on the other hand, thought that the plaintiff was entitled to a receiver of the rents and profits of the defendants' land, because having mortgaged the lease they had a merely equitable interest in it which could not be reached by legal process, and that the defendants were bound to deliver up possession to the receiver; but they were of opinion that the price of admission to the theatre was not in the nature of rent, and that Kekewich, J.'s, order appointing a receiver of the profits of the debtors' business was wrong. The order of Kekewich, J., was therefore varied, and a receiver appointed of the rents and profits of the lands of the judgment debtors, coupled with an order for the delivery of possession thereof to the receiver.

PRACTICE—INTRODUCTORY ORDER FOR PAYMENT INTO COURT—ADMISSION BY DEFENDANT—ORD. XXXII., R. 6—(ONT. RULE 756).

In *Neville v. Matthewman*, (1894) 3 Ch. 345; 7 R. Nov. 178, Chitty, J., following a practice which has prevailed in England, but not, we believe, to any extent in Ontario, made an order on an interlocutory application for the defendant to pay into court a sum of £1,000, which, in the course of correspondence, he had before action admitted to be in his hands. The Court of Appeal (Lord Herschell, L.C., and Lindley and Davey, L.JJ.) reversed the order, being of opinion that it was plain on the defendant's affidavit that, notwithstanding the alleged admission, there was a *bona fide* dispute as to the amount, if any, for which he was liable. See Ont. Rule 756, under which such an application might be made upon admissions appearing in the pleadings or examination of the party. See also *Nutter v. Holland*, *infra*.

COMPANY—WINDING UP—CONTRIBUTORY—DIRECTOR—QUALIFICATION SHARES—RESIGNATION DURING PERIOD ALLOWED FOR QUALIFICATION.

In *re Bolton*, (1894) 3 Ch. 356; 8 R. Aug. 229; 7 R. Nov. 171, the oft-recurring question as to the liability of directors who have acted and resigned before qualifying is discussed. In this