PRACTICE—COUNTY COURT—GARNISHEE SUMMONS—ATTACHMENT OF DEBT—BALANCE IN HANDS OF GARNISHEE.

In *Yates* v. *Terry* (1901) 1 Q.B. 102, a Divisional Court (Lawrance and Kennedy, JJ.) held that the Rule laid down in *Rogers* v *Whitely* (1892) A.C. 118 (noted ante vol. 28, p. 397), that a garnishee order in the usual form issued from a High Court, binds the whole debt attached, and not merely sufficient of it to satisfy the claim of the attaching creditor, applies also to garnishee orders issued from a County Court.

PRACTICE—ARBITRATION—ARBITRATOR FUNCTUS OFFICIO—POWER TO REMIT TO ARBITRATOR WHO IS FUNCTUS OFFICIO—ARBITRATION ACT 1889 (52 & 53 VICT., C. 49) S. 10—(R.S.O. C. 62, S. 11).

In re Stringer & Riley (1901) 1 Q.B. 105, a motion was made to set aside an award under the following circumstances. A submission was made of matters in dispute to arbitration. The submission incorporated the provisions of the Arbitration Act 1889 (see R.S.O. c. 62). Each party appointed an arbitrator and the arbitrators appointed an umpire. On July 12 the umpire heard evidence and also heard the two arbitrators on the matters in dispute, but by agreement neither of the parties were represented before him. On July 28 the umpire informed the parties that he had made his award. One of the parties took up the award, when it was found that it did not deal with the matters in dispute. The umpire thereupon destroyed it and made a new award, and upon motion made to set aside this second award, it was held by a Divisional Court (Lord Alverstone, C.J., and Kennedy, J.) that the second award was bad because made after the umpire was functus officio, but held, notwithstanding this, the matter might properly, under s. 10 of the Arbitration Act, (R.S.O. c. 62, s 11) be submitted to the umpire for reconsideration so that he might make an award that would be binding on the parties.

PRACTICE—INTERLOCUTORY ORDER—LEAVE TO APPEAL—LIBERTY OF SUBJECT.

In *Bowden* v. *Boxall* (1901) 1 Ch. 1, an appeal was brought from an interlocutory order dismissing an application to commit the defendant for an alleged breach of an undertaking. It was objected that no appeal lay without leave, but the plaintiff contended that no leave was necessary, because the liberty of the subject was in question. The Court of Appeal (Rigby, Williams