

Chancery the appeals had only grown slightly.

Bankruptcy books continue to grow apace both in number and size. Two simultaneous second editions, one by Mr. Yate Lee and the other by Mr. Robson, are the biggest hitherto published, being very nearly as large as "Addison on Contracts." It is really a remarkable thing that the law upon one special subject should stand in need of so very much exposition, and yet one cannot say that there is an extra word in either work. But at this moment a remarkable document which purports to be an investigation into the operations of the new Bankruptcy Act. Coming as it does from the pen of the Inspector-General it necessarily eulogizes the recent enactment, but not even the ingenuity of an official of the Board of Trade speaking in Mr. Chamberlain's defence can get over the fact that in reality this precious new Act does not work at all. The cry against solicitors' costs under the ancient system is by this time become very stale, a sorry refuge for the desperate partisan, and Mr. Smith entirely fails to prove the main thing which is required of him, namely, that where the Board of Trade do the whole work formerly done by professional men, their charges are less than those which used to come out of the estate.

An uncommonly vulgar caricature of leading judges and barristers has been published, with a scriptural text to each name. Some of these quotations are exceedingly apposite.

LONDON, *July 9.*

THE Master-in-Ordinary has issued about thirty notices or warrants calling upon the litigants who appear to love "slow justice," to show cause, after vacation, why the delayed references in the Master's Office should not be deemed closed. The notices have been issued under General Order 584.

REPORTS.

ONTARIO.

(Reported for the CANADA LAW JOURNAL.)

COUNTY COURT OF YORK.

WALTON V. MURDOCK.

Creditor's Relief Act, 1880—Duty of sheriff to give notice—Attachment.

The plaintiff placed a writ of *Fi. Fa.* goods in hands of the sheriff, who seized. The defendant paid the judgment debt and costs before sale, but more than twenty days after seizure by sheriff. The sheriff retained the money, and entered the notice under sec. 5, of Creditor's Relief Act. At the time of payment by defendant of the debt, no other claims in sheriff's hands—nor had defendant been served with notice of claims. *Held*, that sheriff ought not to have entered the notice under sec. 5, and that having detained the moneys until other claims came in, he was liable to attachment in not returning money to plaintiff.

Motion in County Court term, for an order for the issue of a writ of attachment against the sheriff of County of Essex, for not returning a writ against goods in above suit though ruled to that effect.

The facts sufficiently appear in the judgment of McDougall, J.J.:

This is an application for the issue of a writ of attachment against the sheriff of the County of Essex for not returning a writ of *Fi. Fa.* goods in this case. The sheriff was duly served with the usual three-days' rule, directing a return of the writ. This rule was served on 22nd May last.

The facts of the case appear from the affidavits to be briefly as follows: The plaintiff's solicitors forwarded the writ of execution against the goods of the defendant who lives in the County of Essex, on the 2nd of April last. The sheriff received it on the 4th April (as appears by the affidavit of his deputy), and a seizure of the defendant's goods was made upon the same day. Immediately after the seizure, the sheriff was served with a notice on behalf of two mortgagees who held each a chattel mortgage upon the goods of defendant. Thereupon, a correspondence ensued between the sheriff and plaintiff's solicitors, which resulted finally in the sheriff, on the 22nd of April, advertising the sale of goods under seizure. The sheriff at the same time instructed his own solicitor to take proceedings to interplead. Notice of motion to that end was served by the sheriff's solicitor, returnable on the 29th April. On the 29th April, the sheriff was paid by the defendant (or by some one for him) the debt and costs called for by the writ of *Fi. Fa.* goods. The sheriff instead of returning