of which it had been held that she was released from personal liability (see *Bolton* v. *Buckenham* (1891), 1 Q.B. 278, *ante* p. 104), and the question now raised was whether or not this had the effect of also discharging the property charged by Sarah as security. Strange to say, there was no direct authority cited on the point, the nearest case being *Hodgson* v. *Hodgson*, 2 Keen 704, where it was held that the release of one co-surety discharged the security given by the other; on principle, however, the learned judge had no difficulty in deciding that the discharge of the surety from personal liability also discharged the property given by the surety as security. That being the case, the plaintiff's right to redeem failed altogether.

COMPANY—WINDING UP—DISSOLUTION—ACTION BY CREDITOR AGAINST DIRECTORS.

Coxon v. *Gorst* (1891), 2 Ch. 73, was an action by a creditor of a company against the directors to recover dividends wrongfully paid by them out of the capital of the company. The company had been wound up, and under s. 111 of the Companies Act, 1862, an order had been made for the dissolution of the company. Under these circumstances, Chitty, J., held that the action could not be maintained, for even if such an action could be maintained by a creditor when the company is still *in esse*, of which he expressed doubt, the dissolution of the company in the absence of fraud being alleged he considered was an absolute bar to the action. We may observe that the Dominion Winding-Up Act contains no provision for enabling the Court to dissolve a company.

PRACTICE—MORTGAGE ACTION—ORDER FOR POSSESSION.

In *Thynne* v. *Sarl* (1891), 2 Ch. 79, North, J., held that an order for delivery of possession in a mortgage action ought to contain a specific description of the mortgaged lands. We may observe that this is contrary to the well-settled practice in Ontario, where it has always been held to be unnecessary to insert a specific description of the lands in the judgment or final order, it being deemed sufficient that it appears in the indorsement on the writ or statement of claim, if any.

PRACTICE—MORTGAGE ACTION—FORECLOSURE—DECEASED MORTGAGOR—REPRESENTATIVE FOR THE ACTION—RULE 68—(ONT. RULE 310).

Aylward v. *Lewis* (1891), 2 Ch. 81, was an action for foreclosure, in which the defendant, the mortgagor, died insolvent before foreclosure absolute. There was no legal personal representative of his estate, and an order was made in Chambers appointing one of his next of kin to represent his estate for the purposes of the action; but on the application for a final order, North, J., refused to make the order in the absence of "a properly constituted representative of the mortgagor."

INJUNCTION—DISMISSAL OF SCHOOLMASTER.

In *Fisher* v. *Jackson* (1891), 2 Ch. 84, the plaintiff was a schoolmaster of an endowed school, and was, under the deed of trust, subject to removal by the vicars of three specified parishes. Two of the vicars served on the plaintiff a