

present and future, and at the time of the contract the company was possessed of certain leasehold property. The defendant pleaded that the contract was a contract for an interest in land within s. 4 of the Statute of Frauds, and was void because it was not in writing. Mathew, J., held this to be a good defence, and dismissed the action.

PRACTICE—EQUITABLE EXECUTION—RECEIVER—FUTURE EARNINGS OF DEBTOR—JUDICATURE ACT, 1873 (36 & 37 VICT., C. 66), s. 25, s-s. 8—(ONT. JUD. ACT, s. 53, s-s. 8).

In *Holmes v. Millage*, (1893) 1 Q.B. 551, a judgment creditor sought by means of the appointment of a receiver to make the future earnings of the judgment debtor available for the satisfaction of his debt. Day and Collins, JJ., granted the order for a receiver; but the Court of Appeal (Lindley and Bowen, L.JJ.) set aside the order, on the ground that no jurisdiction to appoint a receiver to receive the future personal earnings of a debtor existed either at law or in equity before the Judicature Act, and none had been conferred by, or since, that Act. The equitable right to grant a receiver by way of equitable execution existed only where there was a legal right, and the existence of the legal right was essential to the exercise of the jurisdiction; and Lindley, L.J., who delivered the judgment of the court, declares that the principles on which receivers were granted prior to the Judicature Act (1873), s. 25, s-s. 8 (Ont. Jud. Act, s. 53, s-s. 8), have not been changed by that Act.

PRACTICE—SECURITY FOR COSTS OF COUNTERCLAIM—COUNTERCLAIM AMOUNTING TO A DEFENCE.

In *Neck v. Taylor*, (1893) 1 Q.B. 560, the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) affirmed the order of a Divisional Court (Lord Coleridge and Collins, J.), refusing to direct security for costs to be given by a defendant resident out of the jurisdiction in respect of his counterclaim, which arose out of the same transaction as the plaintiff's action, and was in substance, though not technically, a defence to the action. The Court of Appeal held that there was a discretion in such cases to refuse to order security, and that it had been rightly exercised.