

take effect "in defeasance" of B.'s estate within the meaning of 3 & 4 W. 4, c. 74, s. 15 (R.S.O., c. 103, s. 3). Kekewich, J., came to the conclusion that C.'s estate was one limited in defeasance of B.'s estate, and therefore was barred by his deed; and this decision was affirmed by the Court of Appeal (Lord Esher, M.R., and Lindley and Kay, L.JJ.).

COMPANY—WINDING UP—FRAUDULENT PREFERENCE—SET OFF.

*In re Washington Diamond Mining Company*, (1893) 3 Ch. 95, two directors of a company being indebted to the company, each for £70 for unpaid shares, paid the amount to the company within three months prior to an order being made for its winding up, and at the same time received back a cheque for the like amount signed by themselves as directors for fees due to them as directors. At the time this transaction took place the company was in embarrassed circumstances, and had a balance of only £2 os. 11d. at its bankers. It was claimed by the liquidator that the payment was a fraudulent preference, and that the two sums of £70 should be refunded by the directors who had received them, and it was so ordered by the Court of Appeal (Lindley, Bowen, and Kay, L.JJ., overruling Williams, J.), on the ground that under the Winding-up Act no set off of demands is allowable.

PRACTICE—INQUIRY AS TO DAMAGES—DISCOVERY.

*In Maxim Nordenfeldt Company v. Nordenfeldt*, (1893) 3 Ch. 122, an inquiry had been ordered as to the damages the plaintiffs had sustained by reason of the defendant's breach of a covenant in restraint of trade. The plaintiffs, prior to putting in a statement of claim for damages, obtained an order for an affidavit of documents by defendant. The defendant applied to compel the plaintiffs to file this statement of claim for damages before filing his affidavit. North, J., granted the application; but the Court of Appeal (Lindley, Lopes, and Smith, L.JJ.) held that the plaintiffs were entitled to have the affidavit of documents filed before putting in their claim, and they therefore reversed the order of North, J., on the ground that the plaintiffs, from the nature of the case, were not in a position to put in their claim until they had obtained the discovery which they sought from the defendant.