failed. They had counter-claims against the judgment debtor for costs for a larger amount than that deposited with them. They, therefore, contended that they were not indebted to the judgment debtor, and Smith, J., gave effect to their contention. But it being admitted that the garnishees, being trustees of the fund, could have no lien on it for costs, according to *Brandao* v. *Barnett*, 12 Cl. & F. 787, the Court of Appeal was of opinion that the existence of a mere right to bring a cross action for the costs could not prevent an attachment of the debt in their hands by another creditor. This decision is no doubt good law; at the same time, the conclusion of A. L. Smith, J., seems more consonant with natural justice.

PRACTICE—PLEADING—ACTION FOR RECOVERY OF LAND—CLAIM AS HEIR AT LAW—PARTICULARS.

Palmer v. *Palmer* (1892), 1 Q.B. 319, was an action of ejectment, in which the plaintiff claimed to be entitled as heir at law of Mary Ann Brown, who died intestate seized of the lands in question. On the application of the defendant for particulars, Denman and Cave, JJ., held that he was entitled to require from the plaintiff a statement of the links of relationship on which he relied as constituting him such heir.

PRACTICE—WRIT OF SUMMONS—SERVICE OUT OF THE JURISDICTION—ACTION FOR BREACH OF COVENANT TO REPAIR—CONTRACT AFFECTING LAND—ORD. XI., R. 1—(ONT. RULE 271).

Tassell v. *Hallen* (1892), 1 Q.B. 321, is another decision on a point of practice. The question was whether an action for breach of a covenant to repair contained in a lease of land within the jurisdiction is an action in which "a contract or liability" affecting land or hereditaments is sought to be enforced within the meaning of Ord. xi., r. 1 (*b*), (Ont. Rule 271 (*b*)), so that service of the writ out of the jurisdiction may be authorized. For the defendant it was contended that the action was one merely to recover money, and was within the case of *Agnew* v. *Usher*, 14 Q.B.D. 78, where it was held that an action for rent against the assignees of a lease, who alleged that the assignment was to secure a debt, was not to enforce a contract obligation or liability affecting land, but was a mere personal action to recover money. But the court (Lord Coleridge, C.J., and Collins, J.), though not impugning that case, considered that the decision in *Kaye* v. *Sutherland*, 20 Q.B.D. 147, was conclusive. There the plaintiff claimed a remedy in respect of tenant right, and also damages for breach of an agreement in a lease to pay tenant's right and tenant's compensation, and that was held to be an action to enforce a covenant affecting lands. The court also decided that the several clauses of the Rule are to be construed disjunctively; and if the cause of action can be brought as to a defendant within any one of them, service out of the jurisdiction on him may be authorized.

REFUSAL OF WITNESS TO SUBMIT TO EXAMINATION—CONTEMPT OF COURT—COMMITTAL FOR CONTEMPT—PRIVILEGE OF PARLIAMENT.

In re Armstrong (1892), 1 Q.B. 327, although a decision in bankruptcy, deserves to be noticed. A member of Parliament had been duly summoned to give evidence, and had attended, but on advice of his counsel had refused to be sworn