

take proceedings to restrain such threats. The question was whether the words *or otherwise* were to be construed so as to limit the operation of the Act to threats made by a similar manner to circulars and advertisements. The Court of Appeal (Lindley, Bowen, and Smith, L.JJ.) agreed with North, J., that the statute was intended to prevent the making of threats in any manner whatever, and therefore that threats made by the defendant by letter to the plaintiffs were within the statute.

LUNATIC—ALLEGED LUNATIC—COSTS OF INQUIRY AS TO SANITY OF ALLEGED LUNATIC—LUNACY ACT, 1890 (54 & 55 VICT., c. 5), s. 9—(R.S.O., c. 54, s. 18).

*In re Cathcart*, (1893) 1 Ch. 466, it was held by the Court of Appeal that the costs of an inquiry into the mental condition of an alleged lunatic may, notwithstanding such person is found to be sane, be ordered to be paid out of his estate together with the subsequent costs of enforcing such order, under the power given to the court over the costs of such proceedings by the Lunacy Act, 1890 (53 & 54 Vict., c. 5), s. 109. (See R.S.O., c. 54, s. 18.) In this case the inquiry was instituted by a husband against his wife, who was found to be sane, and two-thirds of the costs of the inquiry were ordered to be paid out of her estate.

DEBENTURE-HOLDERS—COMPROMISE—MEETING—MAJORITY BINDING MINORITY—NOTICE OF MEETING—ARRANGEMENT TO RECEIVE SHARES INSTEAD OF DEBENTURES.

In *Sneath v. Valley Gold*, (1893) 1 Ch. 477, the plaintiff was a debenture-holder, and brought the action to restrain the carrying out of an arrangement whereby the majority of the debenture-holders had agreed that the debentures should be exchanged for ordinary shares in a new company. The debentures in question charged all the company's property, and were subject to a provision that a meeting of debenture-holders should have power by special resolution "to sanction" any modification or compromise of the rights of the debenture-holders against the company or against the property. The company afterwards transferred its assets to a new company, and this company subsequently passed a resolution for a voluntary winding up with a view to reconstruction. Its funds were exhausted, and its property consisted of mining rights in California which were liable to be forfeited unless fees to a considerable amount were paid. A scheme was then formed to organize a new company with a larger capital, and as