

was a sufficient ground for making the order, and notwithstanding the order of Horridge, J., was discretionary, reversed it, and restored the order of the Master.

ATTACHMENT OF DEBTS—GARNISHEE PROCEEDINGS—JUDGMENT PAYABLE AT FUTURE DAY.

In *White v. Stennings* (1911) 2 K.B. 418 the plaintiffs recovered a judgment payable at a future day; before that day had arrived, they commenced proceedings to attach a debt due to the defendant. The defendant applied to discharge the attaching order and summons, and the County Court judge refused the application, the defendant then appealed to a Divisional Court (Ridley and Channel, JJ.) who dismissed the appeal; but the Court of Appeal (Williams, Farwell, and Kennedy, L.JJ.) were unanimously of opinion that the attachment proceedings were premature and set them aside.

COUNTY COURT—DEPUTY JUDGE—CONSENT OF PARTIES—COUNTY COURTS ACT (10 EDW. VII. C. 30, ONT.) S. 4—APPEAL.

*McInally v. Blackledge* (1911) 2 K.B. 432. By the English County Courts Act, a County Court judge is empowered in case of unavoidable absence or illness to appoint as his deputy a barrister of not less than seven years' standing (see 10 Edw. VII. c. 30, s. 4, Ont.). A judge, with the consent of the parties, appointed the registrar of the court, who was not a barrister of seven years' standing, to act as his deputy, and it was held by a Divisional Court (Phillimore and Horridge, JJ.) that there was no jurisdiction, even with consent of parties, to appoint any one as deputy who did not fulfil the statutory requirements, and therefore no appeal lay from the registrar's decision.

MASTER AND SERVANT—DOMESTIC SERVANT—DETERMINATION OF SERVICE—CUSTOM—NOTICE GIVEN DURING FIRST FORTNIGHT—DETERMINATION OF EMPLOYMENT AT THE END OF FIRST MONTH—SERVANT LEAVING IN BREACH OF CONTRACT—WAGES.

*George v. Davies* (1911) 2 K.B. 445. This is an addition to the case law on the subject of domestic servants. The plaintiff, a domestic servant, entered the defendant's service on November 3, 1910, at yearly wages, payable monthly, there being no express agreement as to notice. On November 17, 1910, she gave notice