

weight to the consideration that if the application were refused and the Court of Appeal held that such decision was erroneous, there would be irreparable mischief if the witness died; in the meantime the application must be granted.

Irving, J.] RE KOOTENAY BREWING & MALTING CO. [Jan. 25.
Jurisdiction of Judge of County Court sitting as local Judge of Supreme Court in winding up Company.

Judge Forin made an order in December, 1897, directing the winding-up of the above company, and this was a motion on behalf of the Bank of Montreal to set aside the order on the ground of want of jurisdiction.

Held, that a Judge of a County Court in his capacity of Local Judge of the Supreme Court, is not empowered to deal with winding-up proceedings, which is a "matter" distinct from "actions" and "causes" with which the statute gives him power to deal.

Walkem, J.] GORDON v. ROADLEY. [Jan. 26.
Appearance—Irregularity—Setting aside judgment.

This was a case in which the plaintiff sued the defendant for \$5,000 for slander. The defendant entered an appearance in person to the writ of summons, but omitted to state his address. The plaintiff signed interlocutory judgment, and the defendant took out a summons to set it aside on the ground of irregularity in that an appearance had been entered, and asked for leave to enter a fresh appearance by a solicitor. The preliminary objection was raised to the application being heard at Victoria without leave, the summons having been taken out in the Kamloops registry. This was overruled, and it was

Held: That the appearance having been entered could not be treated as a nullity by the plaintiff, and the proper course was to apply to set the appearance aside.

Order made setting aside the judgment with costs in the cause, and granting leave to the defendant to enter an appearance by a solicitor.

North-West Territories.

SUPREME COURT.

Rouleau, J.] SPRENGER v. GRAVELEY. [Dec. 31, 1897.
Interpleader—Chattel mortgage—Description of goods—Future acquired chattels—Power of sale—Time of payment beyond date for renewal.

Interpleader issue tried by Mr. Justice Rouleau, in which one Sprenger, chattel mortgagee, claimed the goods seized by the sheriff, under an execution on a judgment against the mortgagor, in favour of one Graveley, the execution creditor. The mortgage had been duly registered and renewals filed, and no question was raised as to its bona fides. The goods were described as "all cattle and horses of whatever age and sex branded 5 on the left side, and all