

fraud at the expense of creditors if these decisions are upheld, and it is to be hoped that at the next sittings of the House the matter will be placed beyond dispute, and the Act made to conform to the original intention, which was a highly beneficent and benevolent one. Moreover, the element of uncertainty which at present prevails as to the construction of the statute, and to which attention has been drawn by this article, renders it all the more necessary that no time should be lost in making the statute conform to the original intention of the framers.

W. F. BURTON.

Hamilton, February, 1895.

CURRENT ENGLISH CASES.

(Continued from Page 49.)

SLANDER OF GOODS—INJUNCTION.

Mellin v. White, (1894) 3 Ch. 276; 7 R. Aug. 128, was a somewhat curious case of slander. The defendant was a chemist, and sold a preparation manufactured by the plaintiff, but on the packages furnished by the plaintiff he affixed a notice in which he recommended the public to try another preparation, of which the defendant was the proprietor, as being far better "than any other preparation yet offered." The plaintiff claimed an injunction to restrain the defendant from affixing these notices to goods manufactured by the plaintiff. The plaintiff adduced evidence to show that his preparation was much better than the defendant's. Romer, J., without calling on the defendant, or hearing his evidence, dismissed the action, being of opinion that the notice was a mere puff of the defendant's preparation, and was not actionable; but the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) were unable to assent to this view of the case, and directed a new trial, being of opinion that if, on the whole evidence, it should be established that the notice was false in fact the action would lie.

CONTRACT TO PAY DIFFERENCE ON REALIZATION OF SECURITY—CAUSE OF ACTION
—TIME OF ACCRUAL OF CAUSE OF ACTION—STATUTE OF LIMITATIONS (21
JAC. 1, C. 16), s. 3.

In re McHenry, McDermott v. Boyd, (1894) 3 Ch. 290; 7 R. Nov. 194, the simple question was, When did the cause of action accrue? By a memorandum of deposit, dated in 1882, of bonds