

executor, against an executor of a deceased judgment debtor is not equivalent to recovering a judgment against the executor, but simply dispenses with the necessity of a judgment against him for the purpose of issuing execution; but unless there is a judgment recovered against the executor, the Court considers there is no jurisdiction to make a charging order against him under 1 & 2 Vict., c. 110; and the judgment creditor's remedy, unless he does obtain a judgment, is to bring an administration action. The effect of an order to continue proceedings and for leave to issue execution against the personal representation of a deceased judgment debtor was recently under consideration in a Divisional Court of this Province in the case of *Allison v. Breen*, where we think the court came to the conclusion that the order was equivalent to a revivor of the judgment as against the executor, who thereby became bound as a party to the action; and we should think the practice defective, if it should be held that an action in the nature of a sci. fa. is still necessary in order to make a judgment, under such circumstances, a judgment against the personal representatives of a deceased debtor.

PRACTICE—SECURITY OF COSTS—FOREIGNER RESIDENT ABROAD CLAIMING FUND IN COURT—GENERAL INQUIRY—CLAIMANT OF FUND IN COURT—INTERPLEADER.

In re Milward & Co. (1900) 1 Ch. 405, a solicitor was ordered to pay into court a fund in his hands belonging to a client, subject to the claims of certain alleged incumbrances thereon, and, an inquiry, was directed who was entitled thereto. A foreigner resident abroad claimed to be entitled to a charge on the fund. The client applied to Kekewich, J., for an order requiring this claimant to give security for costs, but that learned judge considered that it was the case of a direction for a general inquiry, in which it was not the course of the court to require claimants seeking to prove claims, even though resident abroad, to give security for costs. The Court of Appeal, however, considered that as the fund clearly belonged, *prima facie*, to the client, the proceeding was really in the nature of an interpleader, in which the foreign claimant was in the position of a plaintiff, and that, therefore, he should be ordered to give security.

COMPANY—VOLUNTARY WINDING-UP—LIQUIDATOR—APPOINTMENT.

In re Trench Tubeless Tyre Co. (1900) 1 Ch. 408, discusses the validity of the appointment of a liquidator for the purpose of a