

rent due under a lease made prior to the war, the rent having fallen due subsequently to the commencement of the war. The defendant had assigned the lease, and taken a covenant of indemnity from his assignee, against whom he had issued a third party notice claiming indemnity—Ridley, J., held that the action was properly maintainable against the defendant, notwithstanding the war, and that the defendant, as an alien enemy, could not, pending the war, enforce any claim for indemnity. The Court of Appeal (Lord Reading, C.J., Warrington, L.J. and Lush, J.) have now affirmed his decision.

MONEY LENDER—BUSINESS CARRIED ON ELSEWHERE THAN AT REGISTERED ADDRESS—ISOLATED TRANSACTION—PROMISSORY NOTE—BONA FIDE HOLDER FOR VALUE—INDEMNITY AGAINST MONEY LENDER—MONEY LENDERS' ACT, 1900 (63-64 VICT. c. 51) s. 2—(R.S.O. c. 175, s. 11).

*Finegold v. Cornelius* (1916) 2 K.B. 719. This was an action brought by a *bona fide* holder for value of a promissory note made by the defendant Cornelius in pursuance of a money lending transaction. Phillips was a money lender, and the defendant applied to him for an advance, and Phillips advanced £200 on the promissory note for £300 which Phillips indorsed to the plaintiff *bona fide* for value, and which was the note sued on. The defendant claimed that as the transaction had been carried out at a place which was not Phillips' registered address, the transaction was illegal, and that Phillips (who was made a third party) was liable to indemnify him against the note. Ridley, J., who tried the action, gave effect to this contention, but the Court of Appeal reversed his decision, holding that the transaction was, in the circumstances, a breach of the Act, although it was an isolated transaction; but the Court was divided as to the effect of such a breach. Eady and Banks, L.JJ., holding that it merely subjected Phillips to the penalty for breach of the Act, as provided by s. 2, s.s. 2 (see R.S.O. c. 175, s. 12) but did not render the transaction void; Phillimore, L.J., on the other hand, considered that a breach of the provisions of s. 2 (R.S.O. c. 175, s. 11) also rendered the transaction void.

PRACTICE—COSTS—PAYMENT INTO COURT WITH DENIAL OF LIABILITY—RECOVERY OF SUM LESS THAN PAID INTO COURT—COSTS OF ISSUES FOUND FOR PLAINTIFF—RULE 260.

*Davies v. Edinburgh Life Assurance Co.* (1916) 2 K.B. 852. The English Rule 260 provides that where money is paid into Court