

move the roof were begun. The plaintiff contended that the removal of the roof under the circumstances amounted to a forcible entry, and that until the twenty-one days had expired his possession could not be interfered with. Day and Lawrance, JJ., however, held that the plaintiff had no cause of action, and that the issue of the warrant did not extend the rights of the tenant nor limit those of the lessor. The plaintiff was a trespasser, and the injury done to his furniture was not due to the defendant's act, but to his own obstinacy.

PRACTICE—APPEAL—ORDER, WHETHER INTERLOCUTORY OR FINAL—POINT OF LAW RAISED BY PLEADINGS—ORDER DISMISSING ACTION.

In *Salaman v. Warner* (1891), 1 Q.B. 734, a point of law had been raised by the pleadings which had been submitted to the adjudication of the Court, and the result was that the point was determined in favor of the defendant, and the action was consequently dismissed. On an appeal being brought, a preliminary objection was taken that the order of dismissal was a final and not an interlocutory one, and therefore the notice of appeal was insufficient. The Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.) overruled the objection. The rule which the Court lays down for deciding whether an order is "final" or "interlocutory" is a somewhat artificial one. It is this: If the decision is one which, whichever way it is given, will finally dispose of the action, it is "final"; if, on the other hand, the decision if given in one way would not finally dispose of the matter in litigation, then it is "interlocutory." In the present case the decision, if it had been given in favor of the plaintiff, would not have finally determined the matter in litigation; therefore the order was "interlocutory," and the objection was overruled.

In ordinary parlance an interlocutory order is generally understood to be an order made on some proceeding arising in the course of an action, and not finally disposing of the action itself. But an order which dismisses the action on a point of law would be generally considered, we think, about as final as it well could be, inasmuch as it would be a bar to any other action for the same cause. From this decision, however, it would appear that this opinion is not well founded.

ASSIGNMENT OF DEBT—ASSIGNEE OF DEBT, RIGHT OF, TO SUE—TRUST IN RESPECT OF MONEYS RECEIVED—JUDICATURE ACT, 1873 (36 & 37 VICT., c. 66), s. 25, s-s. 6—(R.S.O., c. 122, s. 7).

In *Comfort v. Betts* (1891), 1 Q.B. 737, the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.) decided that an assignment of a chose in action may be absolute so as to entitle the assignee to sue for its recovery in his own name, under the aforementioned provisions of the Judicature Act (see R.S.O., c. 122, s. 7), notwithstanding there is a trust declared of the proceeds of such chose in action in favor of the assignor and others. In the present case the assignment was made by a number of creditors of the defendant, whereby they assigned their debts absolutely to the plaintiff, on trust out of the proceeds to pay the assignors such proportionate part thereof as should represent the amount of the debt due to them respectively, or such part thereof as might be recovered; and it was held the plaintiff was entitled to sue in his own name.