

**EVIDENCE—COMMISSION—SENDING SUBJECT MATTER OF ACTION OUT OF JURISDICTION FOR INSPECTION OF WITNESSES—ORDER XXXVII. R. 5, ORD. L., R. 3 (ONT. RULES 499, 1096).**

*Chaplin v. Puttick* (1898) 2 Q.B. 160. This was an action brought to recover a stamp album alleged to have been stolen from the plaintiff at Johannesburg, in the Transvaal. On his application the album was ordered to be sent out to the Transvaal for the purpose of being inspected by witnesses for the plaintiff, who were to be examined by commission. The application being based on the provisions of Rules, Ord. xxxvii. r. 5, Ord. l., r. 3. (Ont. Rules 499, 1096).

**INTERPLEADER—PAYMENT INTO COURT BY CLAIMANT—SUBSEQUENT SEIZURE OF SAME GOODS BY ANOTHER CREDITOR—FURTHER PAYMENT INTO COURT—PRACTICE.**

In *Kotchie v. Golden Sovereigns* (1898) 2 Q.B. 164, goods had been seized under execution, and had been claimed by a third person, as between whom and the creditor an interpleader issue had been directed, the claimant paying the value of the goods into Court to abide the result. The goods were subsequently seized by another execution creditor, and again claimed by the same claimant, and the question was whether he could be required, as against the subsequent execution creditor, again to pay the value of the goods into Court. Grantham, J., held that he was only liable to pay the extra costs, but the Court of Appeal (Smith and Chitty, L.JJ.) allowed the appeal from his order, and held that the second execution creditor was entitled to require security to be given for the full value of the goods, as the first payment into court did not operate as a purchase of the goods.

**BILLS AND NOTES—ENDORSEER LIABILITY OF—ENDORSEMENT OF INCOMPLETE BILL—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., S. 61) SS. 55, 56 (53 VICT., C. 33, SS. ).**

*Jenkins v. Coomber* (1898) 2 Q.B., 168, was an action against an indorser of a bill of exchange which failed, because at the time of the indorsement by the defendant, the bill was incomplete. The facts of the case were as follows: Arthur Coomber owed the plaintiffs money, and for the purpose of securing the amount due, it was agreed that the plaintiffs