

company, which was being wound up, in which the defendant claimed the right to inspect certain depositions taken previously to the commencement of the action, under the provisions of the Companies Act, 1862, s. 115 (R.S.C., c. 129, s. 81). Kekewich, J., held the depositions to be privileged, and the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.) affirmed his decision on the ground that such depositions are taken merely for the purpose of obtaining information to enable the liquidator to decide as to the propriety of bringing or continuing an action, and are privileged from production.

STATUTE OF LIMITATIONS (3 & 4 W. 4, c. 42), s. 5—(R.S.O., c. 111, s. 5; s.s. 12; s. 23)—PAYMENT BY TENANT FOR LIFE—EQUITY OF REDEMPTION.

*Dibb v. Walker*, (1893) 2 Ch. 429, is a somewhat analogous case to that of *Trust & Loan Co. v. Stevenson*, 20 App. R. 66. The question was whether a payment of interest due on a mortgage made to the mortgagees by a tenant for life of the equity of redemption under a settlement made by the mortgagor prevented the Statute of Limitations running in favour of those entitled to the equity of redemption in remainder. The tenant for life had entered into a covenant, by way of further security to the mortgagee, to pay the interest accruing due during her lifetime, and it was contended that her payments must be attributed to the discharge of her liability under this covenant, and that she was under no legal liability to pay under the original mortgage; but Chitty, J., was clear that the tenant for life was the proper person to pay the interest, apart from any covenant given by her, and that her payments prevented the running of the statute in favour of the remaindermen.

BILL OF EXCHANGE—PROTEST FOR BETTER SECURITY—ACCEPTANCE FOR HONOUR OF DRAWERS—COMMISSION FOR ACCEPTANCE FOR HONOUR—NOTARIAL EXPENSES, WHAT RECOVERABLE—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., c. 61), ss. 51, 97.

*In re English Bank*, (1893) 2 Ch. 438, bills of exchange had been accepted by a company which went into liquidation before they became due; they were then protested for better security, and subsequently accepted for the honour of the drawers. On maturity the acceptors for honour paid the bills and the expenses of the protest for better security, and charged the drawers with a commission for making the payment. The drawers claimed to