terms "executors" and "trustees" as referring to the same persons. Under these circumstances, Butt, J., held that the trustees were executors according to the tenor, and entitled to probate.

COMPANY—WINDING UP—CREDITOR—ATTACHING CREDITOR IS NOT A CREDITOR OF THE GARNISHEE (R.S.C., c. 129, s. 8).

In re Combined Weighing and Advertising Machine Co., 43 Chy.D., 99, the Court of Appeal (Cotton, Bowen and Fry, L.JJ.), affirming North, J., were of opinion that a person who has obtained a garnishee order absolute, directing a company to pay him the debt due by it to the judgment debtor, does not thereby become a creditor of the company so as to entitle him to present a petition for the winding up of the company, on the failure of the company to comply with the garnishee order. In the opinion of their Lordships, the effect of the garnishee order is not to transfer, or create an equitable assignment of, the debt attached, but merely gives the attaching creditor a lien on it, which he may enforce by execution.

STATUTE OF LIMITATIONS—PRINCIPAL AND SURETY—MORTGAGOR AND MORTGAGEE—COVENANT FOR PAYMENT OF MORTGAGE DEBT—PAYMENT OF INTEREST BY PRINCIPAL (R.S.O., c. 111, s. 23, *Ib.* c. 123, s. 2).

In re Frisby, Allison v. *Frisby*, 43 Chy.D., 106, the Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) affirmed a decision of Kay, J. The question being whether a surety who had given a covenant for the payment of a mortgage debt could claim that the debt was barred by the Statute of Limitations, where interest had been paid by the mortgagor up to within twelve years of the commencement of the action, no payment or acknowledgment having ever been made or given by the surety. On the part of the surety it was claimed that the debt was barred, under the Real Property Limitation Act, 1874, s. 8 (R.S.O., c. 111, s. 23), and that under the Mercantile Land Amendment Act, 1856 (see R.S.O., c. 123, s. 2), the payment of interest by the mortgagor could not prevent the statute running as against the surety. The Court of Appeal, without determining conclusively whether s. 8 of the Real Property Limitation Act, 1874, applied, were unanimously agreed that the liability of the surety was kept alive by the payment of interest by the mortgagor. Perhaps the key of the decision may be found in the concluding sentence of the judgment of Fry, L.J., "It is usual for the mortgagor—not the surety—to pay interest, and it would be contrary to good sense and the common understanding of mankind that, while he is doing so, the statute should run in favor of the surety, unless he makes a payment or gives an acknowledgment."

EQUITABLE EXECUTION—APPOINTMENT OF RECEIVER—ABATEMENT—RULES ORD. XVII., R. I., ORD. XLII., R. 23 (ONT. RULES 620, 886).

In re Shephard, Atkins v. *Shephard*, 43 Chy.D., 131, the Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) were called upon to consider the law relating to what is called Equitable Execution, and have judicially explained its nature and legal effect. From this exposition of the law it appears that what is familiarly