fault, as the order had not been served, that the debt was not now due and payable, and that the writ of *ne exeat* could not therefore be granted.

ADMINISTRATION—RETAINER—DEVASTAVIT.

The case of *Re Rownson, Field* v. *White*, 29 Chy. D. 358, is one in which an attempt was made by an administratrix to retain a debt claimed to be due by the intestate, under a promise which could not be enforced under the 4th sec. of the Statute of Frauds by reason of its not being in writing. It was argued that although under that section no action could be brought, that nevertheless by analogy to the decisions under the Statute of Limitations, the debt might properly be paid by the administratrix if due to a third party, and might therefore be retained by herself, that in other words the administratrix was not bound to set up the Statute of Frauds any more than she would be bound to set up the Statute of Limitations. As to this point Cotton, L.J., says, at p. 362: "It is quite uncertain what the origin was of allowing an executor to pay a debt against which he had a good defence under the Statute of Limitations, it being the duty of an executor or administrator not to pay claims he is not bound to pay, that is, he is not unnecessarily to diminish the estate which comes to his hands by paying a claim to which he has a defence. We know that there are some people, both judges and other persons, who think that to plead the Statute of Limitations is unconscionable, and in my opinion we must look upon that liberty which has been conceded to an executor not to plead the Statute of Limitations, or, if he has a statute-barred claim of his own, to retain it, not as a principle applicable to other similar cases, but as an exception from the general rule, admitted on the ground of the dislike which is entertained by many people to the plea of the Statute of Limitations."

PATENT—SPECIFICATION—COSTS.

In *Badische* v. *Levinstein*, 29 Chy. D. 366, the Court of Appeal reversed the judgment of Pearson, J., 24 Chy. D. 156, and held that where the specification for a patent for a chemical process applied equally to several substances, but only one would produce a useful result, and it could only be ascertained by experiment which that was, the patent was void. The patentee failed in establishing the validity of his patent, but succeeded on the issue of infringement, and it was held that he must pay the general costs of the action, but that the defendant must pay the costs of the issue of infringement.

RES JUDICATA—JUDGMENT RECOVERED IN ANOTHER ACTION PENDENTE LITE.

Houston v. *Sligo*, 29 Chy. D. 448, is one of those cases which we think should not be reported. D., the plaintiff, appealed from a decision of Pearson, J., holding that the defendant could set up as a defence of *res judicata* the recovery *pendente lite* of a judgment in an action in an Irish Court, and that it was unnecessary in the defence to set out the pleadings in such other action in detail. On the appeal the parties submitted to a compromise order which virtually left the whole matter at large for further litigation, and why the case is reported we cannot say.

ACTION OF DECEIT—FALSE REPRESENTATION—CONTRIBUTORY MISTAKE OF PLAINTIFF.

The case of *Edgington* v. *Fitzmaurice*, 29 Chy. D. 459, was an action of deceit brought by the plaintiff against the directors of a company for issuing a prospectus inviting subscriptions for debentures, and stating that the objects of the issue of the debentures were to complete alterations in the company's buildings, buy horses, and develop the trade of the company, whereas the real object was to pay off pressing liabilities. The plaintiff advanced money on some of the debentures on the faith of these representations, and also under the