

General, being of opinion that the rights of the Crown were affected, filed an information in the High Court asking a declaration as to the rights of the Crown in the premises, and he then applied to remove the County Court action into the High Court and stay the proceedings therein until after the hearing of the information. The Divisional Court (Darling and Ridley, JJ.) granted the application, and the Court of Appeal (Smith and Williams, L.JJ.) upheld this decision, notwithstanding judgment had been obtained in the County Court action, the court being of opinion that the Crown had a prerogative right to have the action removed at any stage of the proceedings.

BANKRUPTCY—"EXECUTION COMPLETELY EXECUTED"—(R.S.O. c. 147, s. 11).

In re Ford (1900) 1 Q.B. 264, discusses the provisions of the English Bankruptcy Act, which are somewhat similar in effect to R.S.O. c. 147, s. 11. The contest was between the official receiver and certain execution creditors of the bankrupt as to the right to certain moneys received by the execution creditors on account. The facts were shortly as follows:—On 31st Dec., 1898, the sheriff levied under an execution for £80 and costs; on the 5th January, 1899, the debtor paid the execution creditors £40 on account and agreed that the sheriff might re-enter in case of non-payment of the balance by instalments; the sheriff then withdrew and on 14th January, 1899, a receiving order was made. The Divisional Court (Wright and Channell, JJ.), held that under the circumstances the execution had not been "completely executed" even pro tanto as to the £40 paid, and that the official receiver was entitled to recover that sum from the execution creditors.

TROVER—ORDER FOR PAYMENT OF MONEY—CONVERSION OF NON-NEGOTIABLE INSTRUMENT—MONEY HAD AND RECEIVED—DAMAGES.

In *Bavins v. London and S. W. Bank* (1900) 1 Q.B. 270, the plaintiffs sued for damages for the conversion of an order for payment of money, the proceeds of which had been collected by the defendants under the following circumstances, or in the alternative for money paid and received. The order in question was received by the plaintiffs from a company and was directed to the company's bankers, and directed the payment of a certain sum, subject to the condition that the plaintiffs should sign a receipt annexed. The order and receipt were stolen from the plaintiffs, and were subsequently paid in by a customer of the defendants bearing an indorsement not signed by the plaintiffs, and a forged