

**PRACTICE—EXAMINATION OF JUDGMENT DEBTOR—OFFICER OF CORPORATION—
RETIRED OFFICER—RULE 610—(ONT. RULE 902).**

In *Société Generale v. Farina* (1904) 1 K.B. 794, the Court of Appeal (Collins, M.R., and Mathew, L.J.,) affirmed an order of Phillimore, J., ordering a person who had been, but had ceased to be, a director of the defendant company, to attend for examination as to debts owing to the company and its means of satisfying the plaintiff's judgment. At the time the judgment was signed the party in question had been a director, but he had since resigned, but the Court held that Rule 610 (Ont. Rule 902) entitled the plaintiffs to examine him notwithstanding his resignation.

**LANDLORD AND TENANT—DISTRESS—SALE OF GOODS DISTRAINED—PURCHASE
BY LANDLORD—2 W. & M. SESS. 1, C. 5, S. 2—(F.S.O. C. 342, S. 16).**

In *Moore v. Singer* (1904) 1 K.B. 820, the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.,) have affirmed the decision of the Divisional Court (1903) 2 K.B. 168 (noted ante, vol. 39, p. 616), to the effect that on a sale of goods distrained for rent the landlord is not a competent purchaser, and a sale to him is invalid.

**COUNTY COURT—JURISDICTION—SALE OF EQUITY OF REDEMPTION—COUNTY
COURTS ACT 1888 (51 & 52 VICT. C. 43) S. 67—(R.S.O. C. 55, S. 23 (13)).**

In *The King v. Whitehorne* (1904) 1 K.B. 827, an application was made for a mandamus to a judge of a County Court to hear and determine an action. By the English County Courts Act the County Courts have jurisdiction in actions for specific performance of any agreement for the purchase of any property where the purchase money shall not exceed £500. The action in question was to compel the specific performance of an agreement for the sale of certain leasehold property which was of the value of more than £500, but which was subject to a heavy charge, the purchase money being only £75. The Divisional Court (Lord Alverstone, C.J., and Wills and Kennedy, JJ.,) held that as the purchase money was only £75 the County Court had jurisdiction although the value of the property exceeded £500. (See R.S.O. c. 55, s. 23 (13)).

**INSURANCE—LIFE POLICY—WARRANTY NOT TO COMMIT SUICIDE—POLICY FOR
BENEFIT OF THIRD PERSON—CONDITION.**

Ellinger v. Mutual Life Ins. Co. (1904) 1 K.B. 832, was an action on a policy of life insurance. The policy was issued subject to a warranty by the insured that he would not within one year from its date commit suicide whether sane or insane. The policy