citor was to get only his costs out of pocket, with a reasonable allowance to cover office expenses, including clerks, etc. In *Casey* v. *McColl*, 3 Ch. Ch. 24, Mowat, V.C., considered that the rule in equity was to allow a successful pauper *dives* costs unless otherwise ordered; but the present case would rather go to show that the rule is now the other way, and that pauper costs only are taxable unless otherwise ordered.

TRUSTEE—INVESTMENT OF TRUST FUNDS—INSTRUMENT GIVING NO POWER TO VARY INVESTMENTS—VARYING EXISTING SECURITIES—TRUST INVESTMENT ACT (52 & 53 VICT., c. 32), s. 3 (R.S.O., c. 110, ss. 29, 30).

Hume v. *Lopes* (1892), A.C. 112, is a case known as *In re Dick, Lopes* v. *Hume-Dick* (1891), 1 Ch. 423, which was noted *ante* vol. 27, p. 263, in which the House of Lords affirm the decision of the Court of Appeal, holding that the Trust Investment Act, 1889 (see R.S.O., c. 110, ss. 29, 30), which enables a trustee, unless expressly forbidden by the instrument, if any, creating the trust, to invest "any trust funds in his hands" in certain securities, includes not only trust funds awaiting investment, but all trust funds, whether at the time invested or not; in short, that it includes the power to vary investments.

PRACTICE—GARNISHEE ORDER—ATTACHMENT OF DEBT—ATTACHMENT OF PART OF DEBT—ORDER XLV., RR. 1, 2 (ONT. RULE 935).

Rogers v. *Whitely* (1892), A.C. 118, was an action brought by a judgment debtor against a garnishee who, after service on him of an order attaching all debts due and owing by him to the judgment debtor, had refused to honour cheques drawn upon him by the judgment debtor, on the ground that there was a balance of money in his hands over and above what was sufficient to satisfy the debt of the attaching creditor. The House of Lords (Lords Halsbury, L.C., Watson, Macnaghten, Morris, Field, and Hannen) affirmed the decision of the Court of Appeal, 23 Q.B.D. 236 (noted *ante* vol. 25, p. 463), that the action would not lie, as the attaching order attached all debts, and not merely sufficient to satisfy the attaching creditor, and until it was discharged the garnishee was justified in dishonouring the plaintiff's cheques on the balance of the fund. Some of their Lordships suggest that in such a case it would be possible and proper to frame the attaching order so as merely to attach so much of the debt due by the garnishee as would be sufficient to satisfy the attaching creditor's claim.

COMPANY—ISSUE OF SHARES AT A DISCOUNT.

The Ooregum Gold Co. v. *Roper* (1892), A.C. 125, is a decision of the House of Lords on a point of company law. The question was whether a company could issue shares as fully paid up for a money consideration less than their nominal value, which their Lordships answer in the negative, affirming the judgment of the Court of Appeal to the same effect. The facts of the case were that the company was registered under the Companies Act of 1862, and by its memorandum of association the capital was stated to be £125,000 in £1 shares, and it was provided that the shares of the original or increased capital might be divided into different classes and issued with such preference, privilege, or guar-