

concurred, clearly indicate that neither he nor Williams, J., considered that the point decided by Matthew, J., was finally settled by authority. "The appeal must fail," said Wills, J., "and on the simple ground that the Registrar, under the circumstances, had not really adjudicated between the parties at the first summons. . . . The summons might, therefore, be treated as an abandoned summons. . . . It was not necessary, therefore, to decide the question; which was certainly of importance, as to whether, when there had been an adjudication, a second application might be made under Order XIV.; and, if not necessary, it was not right to affect to decide it."

It is submitted that the effect of the foregoing case is to add much additional weight to the view that when an application under Order XIV. has been once finally disposed of on the merits (*scilicet*), it cannot be renewed otherwise than by way of appeal.

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(*scilicet*) Vide *Dewar v. Winder*, 12 T.L.R. 54, as to the proper practice to be followed where judgment under Order XIV. has, by mistake, been signed for less than the actual amount of the claim.

The *Calcutta Weekly Notes* takes pride in the celerity with which some heavy litigation before the Courts there has been disposed of. Such reading is refreshing. It is noteworthy that the hearing of the case referred to, which was as to the construction of a will, occupied 45 days; the paper books consisted of 1,353 quarto pages, and the argument in the appellate court consumed 18 days.

The *Law Magazine and Review* for February has a helpful article on "Compensation or damages after completion." The writer divides the cases into which the purchaser asks compensation or damages after the completion of the purchase into three heads: (1) Where the vendor's title proves defective; (2) Where there has been misrepresentation as to the quality or quantity of the property sold; (3) Where there has been some collateral undertaking on the part of the vendor.