who have contracted jointly and severally, the others are discharged, the joint suretyship of the others being part of the consideration of the contract of each. * * But where it is no part of the contract of the surety that other persons shall join in it, in other words, where he contracts only severally, the creditor does not break that contract by releasing another several surety; the surety cannot therefore claim to be released on the ground of breach of contract. It is true that he is entitled to contribution against other several sureties to the same extent as if they had been joint, but the right of contribution among such sureties depends not upon the contract, but on principles established by courts of equity. * * *The claim of a several surety to be released upon the creditor releasing another surety, arises not from the creditor having broken his coutract, but from his having deprived the surety of his remedy for contribution in equity. The surety, therefore, in order to support his claim, must shew that he had a right to contribution, and that that right has been taken away or injuriously affected.*"

BRITISH NORTH AMERICA ACT—ESCHEATS.

This valuable number of the appeal cases ends with the important Ontario Appeal of *The Attorney-General of Ontario* v. *Mercer*, p. 767, in which the question of the right to escheated lands in the Dominion is finally set at rest in favor of the Provinces, on the ground that such escheats come within the words "lands, mines, minerals, and royalties", reserved to the Provinces by sec. 109. It is unnecessary to follow out the minute reasoning by which this result is arrived at; but attention may be called to that passage in the judgment, at p. 779, where it is said: "Their Lordships are not now called upon to decide whether the word 'royalties' in sec. 109 of the B. N. A. Act of 1867, extends to other royal rights besides those connected with 'land,' 'mines,' and 'minerals.' The question is, whether it ought to be restrained to rights connected with mines and minerals only, to the exclusion of royalties, such as escheats in respect of lands. Their Lordships find nothing in the subject, or the context, or in any other part of the Act, to justify such a restriction of its sense. The larger interpretation (which they regard as, in itself, the more proper and natural) also seems to be that most consistent with the nature and general objects of this particular enactment, which certainly includes all other ordinary territorial revenues of the Crown arising within the respective Provinces."

The cases in the November numbers of the Q. B. D. and P. D. are few and can be noted very briefly.

The first one, *Webb* v. *Beawan*, 11 Q. B. D. 609, decides that words imputing that the plaintiff has been guilty of a criminal offence will support an action of slander, without special damage; and it is not necessary to allege in the statement of claim that they impute an indictable offence. The slanderous words as set out in the statement of claim demurred to, were: "I will lock you (meaning the plaintiff) up in Gloucester gaol next week. I know enough to put you (meaning the plaintiff) there." Which, said the pleader, meant, "that the plaintiff had been and was guilty of having committed some criminal offence or offences." Pollock, B., with whom Lopes, J., concurred, said: "The expression 'indictable offence' seems to have crept into the text books, but I think the passages in Comyns' Digest (tit. Action on the case for Defamation, D. 5 and 9) are conclusive to shew that words which impute any original offence are actionable per se. The distinction seems a rational one, that words imputing that the plaintiff has rendered himself liable to the mere infliction of a fine are not slanderous, but that it is slanderous to say that he has done something for which he can be made to suffer corporeally."

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The only other case in this number requiring notice is *Kearsley* v. *Philips*, p. 621,