

the poor law to contribute to his father's maintenance, the plaintiff was not in fact a "dependent" and therefore not entitled to compensation. See R.S.O. c. 166, s. 3.

**AUCTIONEER — ADVERTISING PROPERTY FOR SALE—SLANDER OF TITLE —
LIABILITY OF PRINCIPAL.**

Halbronn v. International Horse Agency, (1903) 1 K.B. 270, is another of those queer cases, which from time to time arise to puzzle the judicial mind. The plaintiff was an auctioneer, carrying on business in Paris. He was instructed by the defendants to sell a mare, described in the English Studbook under the name of Pentecost. The plaintiff accordingly advertised the horse for sale in good faith, describing it according to his instructions. It turned out that a Frenchman had another mare of the same name entered in the French Stud Book, and he brought an action in France against the plaintiff and recovered damages against him, on the ground that the advertising of the mare under the name of Pentecost had injured the value of his mare and caused him damage. The plaintiff claimed that the defendants were liable to recoup the damages thus recovered against him; but Bruce, J., who tried the action, held that the damages recovered against the plaintiff in the French Court did not arise from any act done by the plaintiff in pursuance of his employment by the defendants, but arose from a mistake in the identity of the mare Pentecost, arising from the fact that some person in France had procured another mare to be entered in the Paris Stud Book as "Pentecost," for which mistake the defendants were not answerable. If the defendants had sent their mare to be sold under a false description then they would have been liable.

**PRACTICE COSTS—TWO DEFENDANTS REPRESENTED BY SAME SOLICITOR—
JUDGMENT FOR ONE DEFENDANT AND AGAINST THE OTHER.**

In Beaumont v. Senior, (1903) 1 K.B. 282, a Divisional Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) held that where two defendants are represented by the same solicitor, and the plaintiff succeeds against one of them, and his action is dismissed against the other, and there is no agreement between the defendants inter se as to how their costs are to be borne, the successful defendant is entitled to recover from the plaintiff one-half of the costs of the defence.