L.JJ.) were of opinion that the order was wrong, that notwithstanding the plaintiff had objected in this action to different passages from those complained of in the former action, the case was *res judicata*, and that the action was therefore frivolous and vexatious, and should be stayed. We may observe that the Court of Appeal regarded the law as laid down by that Court in the former case (17 Q.B.D., 636), to the effect that the publication of the judgment of a court of law is privileged and therefore not actionable, as unaffected by the decision of the House of Lords, 14 App. Cas., 194, notwithstanding the doubts expressed by some of their Lordships.

PRACTICE—RECOVERY OF SPECIFIC PROPERTY, OTHER THAN LAND—LIEN—SECURITY—PAYMENT INTO COURT—ORD. L., R. 8 (ONT. RULE 1136).

In *Gebruder Naf* v. *Ploton*, 25 Q.B.D., 13, the Court of Appeal (Lord Esher, M.R., Fry and Lopes, L.JJ.) were called on to construe Ord. l., r. 8 (Ont. Rule 1136), and came to the conclusion (affirming Huddleston, B., and Grantham, J.) that under that Rule, in order to entitle the plaintiff to the delivery up of the specific goods in question, he must pay into Court not merely the value of the goods, but the whole amount for which the defendant claims a lien thereon, even though it exceeds the value of the property.

BILL OF SALE—HIRING AND PURCHASE AGREEMENT.

In re Watson, 25 Q.B.D., 27, an attempt was made to evade the Bills of Sale Act by a transaction which purported to be a sale of chattels followed by a hiring and purchase agreement, whereby the vendor agreed to hire the chattels from the purchaser, and to pay quarterly sums for such hire, until a certain amount was paid, when the chattels were again to become the property of the vendor, and power was given to the purchaser to take possession on default in payment. It appeared, however, that no sale or hiring was really intended, and that the real object was to make a security for a loan of money to the supposed vendor from the supposed purchaser. The Court of Appeal (Lord Esher, M.R., and Cotton, Lindley, Fry, and Lopes, L.JJ.) under these circumstances affirmed Cave and Lawrance, JJ., in holding that the transaction was void for non-compliance with the Bills of Sale Act.

LANDLORD AND TENANT—COVENANT—"GOOD TENANTABLE REPAIR," WHAT IS.

In *Proudfoot* v. *Hart*, 25 Q.B.D., 42, the question was, what was the meaning of a covenant contained in a lease to keep a house in good tenantable repair, and so leave the same at the expiration of the lease. The Court of Appeal (Lord Esher, M.R., and Lopes, L.J.) were agreed that it was immaterial whether the premises were, or were not, in repair when the term began, and that if they were not in repair it was the duty of the covenantor to put them in repair, and that good repair or tenantable repair is such repair as having regard to the age, character, and locality of the house, would make it reasonably fit for the occupation of a reasonably-minded tenant of the class who would be likely to take it. The dispute in this case was as to the liability of the