tion, because the interest of persons other than the parties to the contract might be affected, and the election was therefore declared void.

PRACTICE—JUDGMENT—AMENDMENT—ERROR ARISING FROM ACCIDENT, SLIP OR OMISSION - RULE 319 - (ONT. RULE 640).

In *Chessmen* v. *Gordon* (1901) 1 Q.B. 694, Rule 319 (Ont. Rule 640) was applied. Judgment had been recovered for an amount to be ascertained by a referee. The referee made his award which the plaintiff took up and paid his fees. Judgment was then drawn up and entered for the amount of the award with costs to be taxed. The plaintiff taxed his costs and the defendant paid the amount of the award and taxed costs. The plaintiff then discovered that by mistake he had omitted from his bill of costs as taxed the fees paid to the referee, and he then applied for an order on the defendant to pay the fees. Day, J. made an order referring the amount of the referee's for taxation and that the taxing officer's certificate should be amended by including therein the amount which should be allowed for such fees. The Court of Appeal (Smith, M.R. and Collins and Romer, L.JJ.,) held that there had been an accidental slip or omission within the meaning of the rule, and that the consequent error in the judgment could be corrected "at any time" even after payment, and the order of Day, J. was therefore affirmed.

COMPANY—CONTRACT TO ISSUE DEBENTURES—CHARGE—EXECUTION CREDITOR—PRIORITY.

Simultaneous Colour Printing Syndicate v. *Foweraker* (1901) 1 Q.B. 771, is an illustration of the doctrine that an execution creditor, as a rule, is only entitled to such interest as the debtor himself has in the property seized in execution. In this case the execution was against a company which had made a contract for valuable consideration to issue debentures charging all of the property of the company, as security for part of the purchase money agreed to be paid for a business transferred to the company. Before the debentures were issued, an execution was issued against the company, and the execution creditor claimed to be entitled to the property seized thereunder freed from the charge agreed to be created by the debentures; but Wright, J., held that the rights of the execution creditor were "subject to all equities," and therefore his claim was subject to the agreement to issue the debentures