

from the date of the original judgment dismissing the action, the defendants on the other hand claiming that they only bore interest from the time they were awarded by the judgment in appeal. The Court of Appeal (Collins, M.R., and Romer, L.J.,) held, that under the Rules interest only runs from the date a judgment is given (see Ont. Jud. Act s. 116) unless the Court in exercise of its power under Rule 571 (Ont. Rule 629), expressly directs the judgment to be dated some other day than that on which it is pronounced. And this power to antedate the Court considered ought only to be exercised on good ground shewn, and where the delay has been that of the Court, and in no way attributable to the parties against whom a judgment is recovered, the fact of such delay is not a sufficient ground for ordering a judgment to be antedated.

DISCOVERY—LIBEL—INFORMATION ON WHICH DEFAMATORY STATEMENT FOUNDED—NAME OF INFORMANT.

*Edmondson v. Birch* (1905) 2 K.B. 523. Action for libel. The plaintiff sought to examine the defendants as to what information they had received which induced them to make the alleged defamatory statement, and from whom they received it; but the Court of Appeal (Romer and Mathew, L.JJ.,) being of opinion, from correspondence which had passed between the parties, that the information sought was not bonâ fide required for the purposes of the action, but really to enable the plaintiff to bring an action against the person from whom the information was derived, held that the interrogatory as to the person from whom the information was derived must be disallowed.

RAILWAY COMPANY—CARRIER—OWNER'S RISK NOTE—INJURY TO GOODS—NOTICE TO COMPANY—WILFUL MISCONDUCT.

In *Forder v. Great Western Ry.* (1905) 2 K.B. 532 the Divisional Court arrived at a conclusion which appears eminently unsatisfactory. The plaintiff shipped certain sheepskins to be carried by the defendants. On their arrival at their destination it was found that they were injured from having been carried on a car covered with wood chips. The plaintiff then notified the defendants' servant of the injury he had sustained, and informed him that more skins were to be shipped, and that the defendants' servants at the place of shipment should be notified to prevent a recurrence of the injury. Afterwards further skins were shipped on the terms of "an owner's risk" note, whereby the defendants were relieved from liability for injury to the goods in transit except such as might be occasioned by the wilful misconduct of