of an estate were directed to pay a life annuity out of the rents, "*or any other moneys held by them, or him, upon trust of these presents.*" The question arose whether, under these general words, the trustees could pay the annuity out of the capital, and it was held by Sir John Romilly, M.R., that the general words must be construed *ejusdem generis* with the particular words preceding them, and that, therefore, the annuity could only be paid out of income.

(*To be continued.*)

CURRENT ENGLISH CASES.

PRACTICE—PARTIES—PLAINTIFFS HAVING SEPARATE RIGHTS OF ACTION, JOINDER OF—ORDS. XVI., R. 1; XVIII., RR. 1, 8—(ONT. RULES 300, 340, 346).

Smurthwaite v. *Hannay*, (1894) A.C. 494; 6 R. Nov. 1, known in the court below as *Hannay* v. *Smurthwaite*, was an appeal to the House of Lords on a question of practice. The plaintiffs were sixteen separate and distinct consignees of cotton shipped by the same ship. On the arrival of the cargo in port it was found that the number of bales fell short, and that the bales consigned to the different plaintiffs could not be identified owing to the marks having become obliterated. They all joined together in the action, claiming damages for non-delivery of the number of bales respectively consigned to them. The Court of Appeal considered that they could properly join in the same action, but the House of Lords (Lords Herschell, L.C., and Ashbourne and Russell) have reversed the decision, holding that each plaintiff had a separate and distinct cause of action in which the others had no interest, and that they could not, therefore, be joined in the same action. Their lordships also express the opinion that the plaintiffs became tenants of the unidentified bales in proportion to their respective interests, and the shipowner could only attribute such proportion in answer to any claim by them respectively for non-delivery. They were also agreed that the misjoinder of the plaintiffs was not a mere irregularity. The order of the Divisional Court of the Q.B.Division ordering the plaintiffs to elect which claim they would proceed with, and staying the action as to all other claims, was restored. This case was recently considered by Robertson, J., and distinguished from *Noyes* v. *Young*, 16 P.R. 254.