NEGLIGENCE—MASTER AND SERVANT—COMMON EMPLOYMENT.

Cameron v. *Nystrom*, (1893) A.C. 308, was an action to recover damages for negligence of the defendants' servant whereby the plaintiff was injured. The defendants set up the defence of common employment. The plaintiff was a seaman, and servant of the shipmaster on whose ship the injury was caused; and the injury was caused by a servant of the defendants, who were stevedores employed to unload the vessel, while the ship was being unloaded; and was due to the negligence of a foreman of the defendants in rigging up the gear for unloading the vessel. The Judicial Committee of the Privy Council agreed with the Supreme Court of New Zealand that the defence of common employment can only be raised where the servant doing the injury and the person injured are both servants of the same master, and that therefore the defence did not apply, and they agreed with the decision of the House of Lords in *Johnson* v. *Lindsay*, (1891) A.C. 371.

PRINCIPAL AND SURETY—RELEASE OF CO-SURETY.

Mercantile Bank of Sydney v. *Taylor*, (1893) A.C. 317, is another decision of the Judicial Committee of the Privy Council on the law of principal and surety. This was a suit against one of five joint and several sureties to recover the amount guaranteed, in which it appeared that the plaintiffs, without the defendant's knowledge or consent, had released one of the sureties "from all debt due by him to the bank at this date." Their lordships affirmed the judgment of the Supreme Court of New South Wales, that the effect of the release was to discharge the defendant from liability, and that it could not be modified by evidence of verbal negotiations prior to the release for the purpose of showing an agreement to reserve rights against the other sureties.

PRINCIPAL AND SURETY—NOVATION—RELEASE OF PRINCIPAL DEBTOR—SURETY, DISCHARGE OF.

Commercial Bank of Tasmania v. *Jones*, (1893) A.C. 313, is an appeal from the Supreme Court of Tasmania. The plaintiffs were creditors of a man named Wakeham, for whom one Bonney was surety. The bank, with the consent of Bonney, released Wakeham from all liability to them, and accepted one Marshall