

the Benchers, during their summer voyage across the ocean to see what can be done towards finding an efficient Principal in Great Britain. If necessary, some one might be charged with the duty of going over there for the express purpose of seeing what can be done in that direction. We hope that the mistake will not be made of appointing any person not thoroughly qualified to discharge the duties of the office. To do so would be to ruin the school in advance and to waste the time and money of students and inconvenience many members of the profession, without attaining any good result. The appointment of the proper man as Principal of the school, is of vital moment to the profession outside of Toronto. Their interests must not be overlooked, nor heedlessly sacrificed for the sake of a little time and trouble on the part of those who are their trustees in this matter, and to whom they look for protection.

As we go to press we hear that the Benchers have appointed Mr. W. A. Reeve, Q.C., Principal of the law school. Of the applicants for the position he was the best man. We are satisfied Mr. Reeve will not be lacking in his efforts to promote the interests of the school, and we hope it may prove a success under his management. At the same time we are still of the opinion that a serious mistake has been made in not going further afield and taking more time to find a person who, having larger experience and more thorough training, would more fully meet the many requirements of this most important position.

#### COMMENTS ON CURRENT ENGLISH DECISIONS.

The Law Reports for June comprise 22 Q.B.D., pp. 641-749; 14 P.D., pp. 61-72; and 41 Chy.D., pp. 1-214.

PRACTICE—PARTIES—ADDING DEFENDANTS—RIGHT OF THIRD PARTY TO OBJECT—ORD. 16, R. 11 (ONT. RULE 324.)

In *Byrne v. Browne*, 22 Q.B.D. 657, a referee to whom a cause had been referred for inquiry and report, upon the application of the defendant, added a person as defendant under the following circumstances. The action was by a landlord for breach of covenant to repair. The original lessee had agreed to assign the residue of the term to one Diplock, who undertook to indemnify the lessee against the covenants in the lease. Diplock took possession, but no deed of assignment to him was executed. The lessee died, and her executors for a nominal consideration assigned the residue of the term to her son, who thenceforth received the rent from Diplock and paid it to the lessors. At the expiration of the term this action was brought against the son, and he claimed indemnity from Diplock and brought him in as a third party. The action was referred to a referee, and he, on the application of the defendant, added the