

tiffs were at the time of the trespass equitable mortgagees of the land, under a deed which provided that they might at any time take possession. At the time of the trespass the mortgagor was in possession, but in September, 1903, the plaintiff took possession. It was contended that the doctrine of relation back only applied where the legal title at the time of the trespass was in the person who subsequently took possession, but the Court of Appeal (Collins, M.R., and Mathew, and Cozens-Hardy, L.JJ.,) overruled this contention, and held that it applied to the case of a person having only an equitable title to possession.

LANDLORD AND TENANT—GOODS OF LODGER—ILLEGAL DISTRESS—
LIABILITY OF BAILIFF TO AN ACTION—LODGERS' GOODS PROTECTION ACT 1871 (34, 35 VICT. c. 79), s. 2—(R.S.O. c. 110, ss. 39, 40).

In *Lowe v. Darling* (1905) 2 K.B. 501, the landlord of premises having put in a distress for rent, and seized thereunder the piano of a lodger, the latter served the bailiff with a declaration under the Lodgers' Protection Act (see R.S.O. c. 170, ss. 39, 40) setting forth that the piano was his property. Notwithstanding such declaration the bailiff sold the piano, and the present action was accordingly brought against him by the lodger for illegal distress. On behalf of the defendant it was contended that no action lay against him, but that the plaintiff's remedy was against the landlord, and a decision of *Darling, J., Page v. Wallis*, 19 Times 393, was relied on; but the Divisional Court (Lord Alverstone, C.J., and Kennedy and Ridley, JJ.) held that that case had been wrongly decided, and gave judgment in favour of the plaintiff.

DATE OF JUDGMENT—ACTION FOR UNLIQUIDATED DAMAGES—JUDGMENT FOR DEFENDANT IN COURT OF FIRST INSTANCE—RENEWAL OF JUDGMENT IN APPEAL—INTEREST ON AMOUNT RECOVERED—ANTE-DATING JUDGMENT—RULE 571—(ONT. RULE 629).

Borthwick v. Elderslie SS. Co. (1905) 2 K.B. 516 was an action to recover unliquidated damages. In the Court of first instance the action was dismissed, but this judgment was subsequently reversed by the Court of Appeal, and judgment given for the plaintiff for an amount to be ascertained. The amount of the damages was subsequently agreed to between the parties, but a dispute arose as to the date from which interest should be payable thereon, the plaintiff claiming interest on the damages