had been rendered. It was stated by Lindley, L.J., that this view was concurred in by the other branch of the Court. The wording of Ont. Rule 755 differs slightly from the English Rules 568 and 868, but appears even more explicitly in favor of the practice laid down by the present case.

PRACTICE—JOINT CONTRACTORS—JUDGMENT RECOVERED AGAINST ONE—SETTING ASIDE JUDGMENT AND ADDING CO-CONTRACTOR AS DEFENDANT—RES JUDICATA.

Hammond v. *Schofield* (1891), 1 Q.B. 453, brings to notice the important result which flows from taking a judgment against one of two joint contractors, namely —that although such judgment may have been signed in ignorance of the liability of the co-contractor, it cannot afterwards be set aside even by the consent of the defendant against whom it has been entered, in order to enable the plaintiff to join the other co-contractor. "The effect of the judgment was undoubtedly to destroy the right of action against a co-contractor with the defendant, *King* v. *Hoare*, 13 M.W. 494, even though the plaintiff did not know when he signed judgment that he had a remedy against him, *Kendall* v. *Hamilton*, 4 App. Cas. 504": per Wills, J. The Court (Wills and Vaughan Williams, JJ.) were of opinion that the judgment could not be set aside by consent to the prejudice of the co-contractor; and the order of Pollock, B., setting aside the judgment, was, therefore, on the appeal of the co-contractor, reversed.

STATUTE OF LIMITATIONS—21 JAC. I., C. 16—CONVERSION, DEMAND, AND REFUSAL—LEASE.

Miller v. *Dell* (1891), 1 Q.B. 468, was an action for detinue and conversion of an indenture of lease. The lease belonged to the plaintiff and was fraudulently taken from him by his son, and without the plaintiff's knowledge was deposited by the son with one Bates in 1881, as security for money lent by Bates to the son. Bates held the lease without knowledge of the fraud. He afterwards became bankrupt, and his trustee assigned the debt to the defendant and handed the lease over to him. The plaintiff subsequently and within six years before action demanded the lease from the defendant, and on his refusal to give it up brought the present action, to which the defendant pleaded the Statute of Limitations. This raised the interesting question whether the defendant was in a position to rely on the previous possession by Bates of the lease, as affording him any ground of defence under the statute. The Court of Appeal (Lord Esher, M.R., and Lopes and Kay, L.JJ.) were of opinion that the prior possession of Bates afforded no defence to the defendant, and that the statute only began to run in favor of the defendant from the time of the demand and refusal; they therefore reversed the decision of Charles, J., who had given judgment for the defendant.

DEFAMATION—SLANDER—PRIVILEGED OCCASION—MEETING OF POOR LAW GUARDIANS—PRESENCE OF REPORTERS AT MEETING.

In *Pittard* v. *Oliver* (1891), 1 Q.B. 474, the Court of Appeal (Lord Esher, M.R., Sir J. Hannen, and Fry, L.J.), affirming Mathew, J., decided that where defamatory words were spoken at a meeting of Poor Law Guardians, which