claim for salvage had arisen solely from the fact that the ship insured had gone to sea insufficiently coaled, and this was held not to be a peril of the sea. Without determining whether or not a claim for salvage could properly arise without the intervention of a sea peril, the Court of Appeal was quite clear that even if it could, it would not be covered by a policy against sea perils.

PRACTICE—JOINDER OF DEFENDANTS—ALTERNATIVE RELIEF—AGENT AND ALLEGED PRINCIPAL, JOINDER OF AS DEFENDANTS—ORD. XVI., RR. 5, 7, 11—(ONT. RULES 302, 308, 324.)

Bennetts v. *McIlwraith*, (1896) 2 Q.B. 464, is a practice case concerning the joinder of defendants. The action was brought against the original defendants, McIlwraith & Co., to recover damages for misrepresenting that they had the authority of Burns & Co. to act as their agents in entering into a charter party with the plaintiffs; the plaintiffs also sued McIlwraith & Co. as principals for breach of the charter party, and also for breach of duty as agents. Upon the production of documents for discovery the plaintiffs considered it probable that they could show that Burns & Co. had in fact authorized McIlwraith & Co. to act as their agents in entering into the charter party, and they therefore added them as defendants. From this order adding them as defendants Burns & Co. appealed, relying on *Smurthwaite* v. *Hannay* (1894), A.C. 494 (ante, vol. 31, p. 154), and *Sadler* v. *G. W. Ry. Co.*, (1895) 2 Q.B. 688 (ante, vol. 32, p. 103.) The Court of Appeal (Smith and Rigby, L.JJ.), considered that the case was not governed by these decisions, but by the earlier cases of *Honduras Ry.* v. *Tucker*, 2 Ex. D. 301; and *Massey* v. *Heynes*, 21 Q.B.D. 330, which are not affected by the decision of the House of Lords in *Smurthwaite* v. *Hannay*. As Smith, L.J., says, the redress is sought against two persons, but the right to it arises out of one common transaction, and the joinder of the defendants under these circumstances was held to be justified by Ord. xvi., r. 7 (Ont. Rule 308), which was not in question in *Smurthwaite* v. *Hannay*.