

commit his co-plaintiff for contempt in not obeying an order for discovery obtained by the defendant. The plaintiffs were members of a firm, but the disobedient plaintiff had refused to allow his name to be used as plaintiff except on the terms of being first indemnified against liability for costs by his co-plaintiff. An order for a better affidavit on discovery of documents had been obtained by the defendant and served in the usual way, with which the recalcitrant plaintiff declined to comply. It was, of course, objected that the order having been obtained by the defendant it was not competent for a plaintiff to take proceedings to enforce it. And Ridley, J., appears to have adopted that view, and refused to make any order, on the ground of his supposed want of jurisdiction. The Court of Appeal (Barnes, P.P.D., and Farwell, L.J.), however, came to the opposite conclusion, and held that the application might properly be entertained.

STATUTE OF LIMITATIONS—21 JAC. I. c. 16—(R.S.O. c. 324, s. 38)

—PAYMENT OF CHEQUE POSTPONED—DATE OF PAYMENT—IMPLIED PROMISE TO PAY BALANCE OF DEBT—9 GEO. IV. c. 14, s. 1—(R.S.O. c. 124, s. 1).

*Marreco v. Richardson* (1908) 2 K.B. 584. This was an action brought on a solicitor's bill and the question at issue was whether or not the claim was barred by the Statute of Limitations, 21 JAC. I. c. 16 (R.S.O. c. 324, s. 38). On May 10, 1900, a cheque in part payment was given by the defendant to the plaintiff's testator, and at the same interview it was verbally agreed that the cheque should not be presented for payment before 20 June. On 20 June, 1900, the cheque was paid. The action was commenced on 12 June, 1908, the case, therefore, turned on the point whether the payment for the purpose of taking the case out of the statute was to be deemed to have been made on 10 May or 20 June. Bray, J., who tried the action held that it must be taken to have been made on the 10 May, and therefore that the plaintiff's claim was barred, and the Court of Appeal (Barnes, P.P.D., and Moulton and Farwell, L.J.J.) affirmed his decision.

NEGLIGENCE—WATER COMPANY—LIABILITY TO RE-INSTATE PAYMENT—SUBSIDENCE—OMISSION OF MUNICIPAL AUTHORITY TO REPAIR.

*Hartley v. Rochdale* (1908) 2 K.B. 594 was an action brought by the plaintiff against the defendants, who supplied water to a