the contract upon which the action was brought was proved to have been made by one only and not by both defendants.—Simmonds v. Hughes et al, 29 L. T. Rep. 6."

Page 144, at the end of note *q*, *add* "The Act is silent as to plaintiff's right to costs against defendants joined in consequence of a plea in abatement where they are found to be indebted to plaintiff. The question has recently been adjudicated upon. An action was originally brought for a debt against M. alone, who pleaded the non-joinder of B. and C. The plaintiff amended accordingly, and went on in his action against the three. M. paid £230 into Court, and as to the residue pleaded never indebted. The two others pleaded never indebted. The jury found a verdict for M., that only £230 was due, but against B. and C., that they were jointly indebted with M. to the amount of £212. Upon this state of things, the Master allowed M. his costs against the plaintiff, but allowed the plaintiff his costs against B. and C. His taxation was supported on the first point, but as to the second it was held that plaintiff was not entitled to costs against B. and C. either under the Statute of Gloucester, because he was entitled to no damages, or under the Statute of Anne, as it was not a case of double pleading.—Carneau v. Morris, 25 L. J. Q. B. 126."

Page 151, note *m*, line 4, *after* "action," *add* "Where the first count of a declaration was in replevin, and the second in trespass, a summons to strike out the second was made absolute with costs.—The G. W. R. Co. v. Chadwick, 3 U. C. L. J. 29."

Page 163, at the end of note *n*, *add* "The corresponding clause of the Eng. C. L. P. Act extends to Courts of Equity.—In re Aikens, 6 W. R. 145."

Page 163, note *s*, line 2, *erase* "more," and *substitute* "mere;" and line 8, *erase* "wholly," and *substitute* "in part."

Page 164, 1st col. line 11, *after* "account," *add* "If it appear to the Court that defendant intends to set up defences wholly independent of mere matters of account, which defences should be disposed of by a jury, no reference will be made under this section.—Evans v. Jackson et al, 3 U. C. L. J. 88."

Page 164, 1st col. at the end of line 13, *add* "Judgment by default has been signed."

Page 164, at the end of note *x*, *add* "When once an order has been made under this section, the referee is bound to decide the case as an arbitrator, according to all the ordinary modes, and where one party alleges before the referee that a settlement of account has been obtained by fraud, the referee must consider and decide upon the alleged fraud.—Insul et al v. Morgan, 30 L. T. Rep. 152 5, W. R. 126."

Page 165, at the end of note *e*, add "In England where a county judge refused to act, the superior court refused to rescind the original order of reference and granted a rule in the nature of a mandamus.—Cummins v. Birkett, 30 L. T. Rep. 260. As a ground of reference it must appear that the cause of action is one which cannot be tried in the ordinary way.—Pellatt v. Markwell, 30 L. J. Rep. 275."

Page 166, at the end of note *f*, *add* "Where plaintiff having obtained an order for a reference to the Master under Eng. C. L. P. A. 1854, s. 3, and the Master declined it, and plaintiff thereupon obtained an order to rescind the former order, and proceed to trial. Held that he was not entitled to costs of these proceedings or costs in the cause.—Gribbler v. Buchanan, 18 C.B. 69. Where by the terms of an order granted under the same section, the costs of the reference are directed to abide the event, and the event is partly in favor of plaintiff and partly in favor of defendant, no costs are payable on either side.—*Ib.*"

Page 172. 2d col. line 29, *after* "s. 41," *add* "The affidavit upon which an application is made for an order for the attendance of witnesses and production of documents before arbitrators, must show that the documents required are such as the witnesses would be compelled to produce at a trial.—Carrall et al v. Bull, 3 U. C. L. J. 12. An order *ex parte* was granted upon an affidavit of plaintiff that the cause of action had been duly referred, that the arbitrators had appointed certain days to proceed to business, and that certain persons whose names and residences were given were material and necessary witnesses for plaintiff.—Galiena v. Cotton, 3 U. C. L. J. 47."

Page 178, at the end of note *o*, *add* "The power to remit will not in general be exercised, unless the award be egregiously wrong or not sanctioned by the evidence.—In re Brown and Overholt, 2 U. C. Prac. Rep. 9. Where in an application for an attachment it appeared that the defendant had not attended the arbitration through some misapprehension, the matters were referred back under a power contained in the submission.—Blecker v. Royale, 2 U. C. Prac. Rep. 14. The jurisdiction to remit where there is no clause in the order of reference exists only in cases where, before the C. L. P. A., the Court might have remitted such matter had there been such a clause.—Hodgkinson v. Fernie, 5 W. R. 181.

Page 180, at the end of note *a*, *add* "Where a rule nisi is obtained before the last day of the term in which the award must be moved against, the Court may allow additional affidavits to be filed after that day.—In re Wheeler et al, 2 U. C. Prac. Rep. 32."

Page 182, at the end of note *o*, *add* "The words of the section do not seem to require that the action should be brought upon the very point which is in difference between the parties. It is only necessary that it should be brought in respect of some of the matters agreed to be referred.—Russell v. Pellegrene, 28 L. T. Rep. 121. The question to be referred must be one arising out of the agreement and reasonably presumed to have been contemplated by the parties.—Wallis v. Hirsch, 28 L. T. Rep. 159. Where it appears to the Court that a question of fraud is *bona fide* raised, they will not stay proceedings in order to refer the case.—Ib. It has been held in England that assignees of a bankrupt are not 'persons claiming through or under' the bankrupt within the meaning of the Eng. C. L. P. A.—Pennell et al v. Walker, 18 C. B. 651.