le talent et pour l'opinion desquels j'ai le plus grand respect. Mais mes regrets sont tempérés par l'espérance qu'ils voudront bien croire à ma sincérité, comme je crois à la leur, et qu'ils ne m'attribueront pas d'autre mobile que l'intérêt des justiciables et et du barreau, et un ardent désir de voir la justice mieux administrée.

WOLMERHAUSEN v. *GULLICK.*

The decision of Mr. Justice Wright in *Wolmerhausen* v. *Gullick* (Chancery Division), reported in the *Times* of May 2, raises a novel and important point in the law of suretyship. The question was whether a co-surety on a promissory note can sustain an action for contribution against another co-surety before he has actually paid more than his own proportion of the joint liability —the principal creditor not being a party to the suit.

It is an agreeable proof of the infinite variety of circumstances in legal cases, that no exact counterpart of this case is to be found. There are two ways of securing justice in contributions. One is that adopted by the Roman law, that of compelling the creditor to limit his claim against each surety to a proportional share. This method was followed by the ancient custom of the city of London. The other is to refrain from restraining his creditor, but to give the surety who is compelled to pay more than his share a remedy over against his co-surety. This is the method adopted in English law.

Common Law courts always insisted that a surety must have paid already more than his share before he could institute an action for contribution, which they regarded as an action for money paid. This is settled law since 1840 (*Davies* v. *Humphreys*, 6 M. & W. 123). Chancery took a different view, but in only two cases were decrees actually made ordering the co-surety to pay direct to the creditor, the creditor being made a party to the suit (*Dering* v. *Lord Winchelsea*, W. & T. L. C.; *Morgan* v. *Seymour*, 1 Law J. Rep. Chanc. 120). Curiously enough, the custom of the city of London, like Chancery, did not require excessive payment as a basis for action.

In *Ex parte Snowdon*, 17 L. R. Chanc. Div. 44 (1881), the Court of Appeal annulled an adjudication in bankruptcy obtained by one surety against another, on the ground that no debt was due, as the first had not paid more than his share, and also that his proper remedy was to call for contribution.

Mr. Justice Wright decided incidentally that the Statute of Limitations did not run against the first surety until his liability was ascertained; and decreed that, upon the plaintiff paying his own share, the defendant, by payment to the principal creditor or otherwise, should exonerate the plaintiff from further liability. *Law Journal* (*London*).