

from recovering, he having become the holder with notice of the illegality. The judgment of Darling, J., dismissing the action, was therefore affirmed by the Court of Appeal (Smith, Williams and Rigby, L.JJ.) 16 Car. 2, c. 7, would seem to be still in force in Ontario. This case again suggests the desirability of having a careful revision of the Imperial statute law of England prior to 15th Oct., 1792, with a view to accurately determining how much of it is still in force in Ontario. Many statutes then in force in England, have since been repealed there, but still remain in force in Ontario, and if there is any value of certainty in the law, it is surely desirable that a volume should be compiled giving in an authoritative shape the Imperial Statutes which it is desirable to retain, and formally repealing those that should be repealed, so far as Ontario is concerned. The work of the English Statute Revision Commission ought to facilitate this being done without much trouble, or any very great expense.

PARTIES—PRACTICE—ACTION BY ONE OF TWO JOINT PROMISEES—REFUSAL OF OTHER TO JOIN AS PLAINTIFF—JOINT PROMISEE AS DEFENDANT.

In *Cullen v. Knowles* (1898) 2 Q.B. 380, a well recognized principle of equity practice is established as being a proper method of procedure under the Judicature Act. The action was brought by one of two joint promisees to recover a debt, but the other joint promisee refused to join as plaintiff in the action, though tendered an indemnity against costs; and he was therefore made a defendant. It was contended that the action was improperly constituted and would not lie; but Bigham, J. held that the Equity practice on this point was applicable and that the action was properly framed.