

adjourned hearing, attended and informed the judge that the defendant could not answer the affidavits. The attachment was then granted, and the defendant appealed, and again urged the irregularity of the non-service of the affidavits. The Court of Appeal (Lord Esher, M.R., and Rigby, L.J.) held that the defendant, having accepted the adjournment, and the affidavits having been shown to his solicitor, every purpose of the Rule had been answered, and the objection was no longer open to him.

CRIMINAL LAW—PRACTICE—INDICTMENT FOR RECEIVING GOODS OBTAINED BY FALSE PRETENCES—LARCENY ACT, 1861 (24 & 25 VICT., c. 96), s. 95—(CR. CODE, s. 314).

In *Taylor v. The Queen*, (1895) 1 Q.B. 25; 15 R. June 446, the sufficiency of an indictment for receiving goods obtained by false pretences was in question. The indictment contained no statement of the alleged false pretences, and it was held by Mathew and Charles, JJ., that it was necessary that it should do so. (See Crim. Code, s. 314.)

JOINT CONTRACTOR—JOINT GUARANTEE BY TWO—CHEQUE GIVEN BY ONE OF TWO GUARANTORS—UNSATISFIED JUDGMENT ON CHEQUE NO BAR TO ACTION ON GUARANTEE AGAINST CO-GUARANTOR.

In *Wegg Prosser v. Evans*, (1895) 1 Q.B. 108; 9 R. Dec. 345, the Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.JJ.) have affirmed the judgment of Wills, J., (1894) 2 Q.B. 101 (noted vol. 30, p. 561). It may be remembered that in this case the defendant was one of two joint guarantors. The other guarantor had given a cheque for the amount due on the guaranty on which judgment had been recovered, which was unsatisfied; the present action was brought on the guaranty, and the defendant contended that the judgment recovered against his co-guarantor on the cheque had the effect of releasing him (the defendant) from liability, notwithstanding that the judgment was unsatisfied. *Kendall v. Hamilton*, 4 App. Cas. 504, was relied on. The Court of Appeal, however, agreed with Wills, J., that that case did not apply, and following *Drake v. Mitchell*, 3 East. 251, they held that the judgment on the cheque afforded no defence, and in doing so the court overruled *Cambefort v. Chapman*, 19 Q.B.D. 229 (noted ante vol. 23, p. 304). Rigby, L.J., in dealing with the argument that the claim on the guaranty was extinguished as against the guarantor who had given the cheque by the judgment obtained