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DIARY FOR JANUARY.

1. Tues... *New Year's Day*.
3. Thur... Toronto and Hamilton Assizes commence.
5. Sat... Christmas vacation H. C. J. ends.
6. Sun... *Epiphany*.
7. Mon... Co. Court Term commences. Sur. Ct. Term commences. Christ. vac. in Exch. Ct. Canada ends.
8. Tues... Court of Appeal Sittings begin.
10. Thur... Christmas vacation in Sup. Ct. of Canada ends.
11. Fri... Sir Charles Bagot, Governor-General, 1842.
15. Sat... County Ct Term ends. Surrogate Ct Term ends.
23. Sun... *First Sunday after Epiphany*.
18. Mon... Primary Ex. for Students and Articled Clerks begin.

TORONTO, JAN. 1, 1884.

BUSINESS NOTICE.

Until further announcement all communications to this Journal, whether on business or otherwise, are to be addressed to "CANADA LAW JOURNAL, 68 Church St., Toronto." All remittances are to be made to the Proprietors of the Canada Law Journal at the same address.

IN *Re Sneyd ex p. Fewings* (*Law Times Rep.*, Dec. 8th, 1883, p. 103), recently before the English Court of Appeal (Cotton, Landley and Fry, L. J. J.), the question as to the amount of interest recoverable after judgment on a covenant for the payment of money with interest, was again considered, and it was held that the covenant was merged in the judgment, and that although the covenant was for the payment of interest at five per cent.; yet after judgment only four per cent. could be recovered. Fry, L. J., however, referring to *Popple v. Sylvester*, 22 Ch. D. 98, pointed out that the covenant might be so framed as to enable the covenantee to recover the covenanted rate even after judgment.

MECHANIC'S LIENS.

McPherson v. Gege, noted in our last issue at p. 400, is an important decision on the practice in suits to enforce mechanics' liens. The 15th section of the *Mechanic's Lien Act* (R. S. O. c. 120) provides that "any number of lien-holders may join in one suit, and all suits brought by a lien-holder shall be taken to be brought on behalf of all the lien-holders of the same class; and in the event of the death of the plaintiff therein, or his refusal or neglect to proceed therewith, may by leave of the court in which the suit is brought, on such terms as may be deemed just and reasonable, be prosecuted and continued by any other lien-holder of the same class."

In *McPherson v. Gege* it seems that the original plaintiff in the action had, before judgment, consented to its dismissal, but the court, on the application of another lien-holder of the same class, restored the action except as to the claim of the original plaintiff, and permitted the applicant to prosecute the action. Usually in a class suit the plaintiff is *dominus litis* until judgment, and may, before judgment, consent to its compromise or dismissal, and the rest of the class for whose benefit the action is brought cannot intervene to prevent the dismissal. This principle was recognized by the Court of Appeal in the case of *Smith v. Doyle*, 4 App. R. 471. Burton, J. A., at p. 477, thus refers to it:—"No authority was cited for the position that a creditor, who could file a bill in his own behalf to set aside a fraudulent conveyance, could, by suing on behalf of other creditors, preclude them from taking similar proceedings on their own behalf. *It continues until decree to be the suit of the actual plaintiff alone.* He has a right either to dismiss, or compro-