

at the time of the accident, was injured by the fall of a verandah attached to the building :—

*Held*, that the daughter had no right of action for damages, on account of the accident, against the lessor, nor could she be considered as standing in the position of a stranger. *Mehr v. McNab*, Chancery division, Feb. 22, 1894.

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*Principal and surety—Extension of time—Renewal of promissory note by some of the sureties—Payment—Right to contribution.*

Three out of four sureties on a promissory note obtained from the holder an extension of time by a renewal during the absence and without the consent or approval of the fourth surety, the holder retaining the original note.

After payment of the renewal by the three who had obtained the extension, they brought an action against the fourth for contribution.

*Held*, that they could not recover.—*Worthington v. Peck*, Ferguson, J., Jan. 26, 1894.

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*Practising medicine—"Apothecary"—R. S. Q. c. 148, s. 45—R. S. O. c. 151—Summary conviction.*

A person went into a druggist's shop, and stating he was ill, described his complaint, which the druggist said he understood to be diarrhœa. The druggist told him to live on milk diet, and gave him a bottle of medicine, for which he charged fifty cents. The druggist said he had several kinds of diarrhœa mixture, and sometimes had to inquire in order to decide what mixture to give.

*Held*, that this was practising medicine for gain within s. 45 of the Medical Act, R. S. O. c. 148.

*Held*, also, that the fact of the druggist being registered under the Pharmacy Act, R. S. O. c. 151, which entitled him to act as an apothecary as well as a druggist, did not authorize the practising of medicine.

Rule *nisi* to quash summary conviction discharged.—*Regina v. Howarth*, in Banc, Feb. 10, 1894.