anticipation, only applied to an action brought by a married woman, and not to an appeal instituted by her in such a case. This decision the House of Lords upheld.

* * *

If a defendant pays money into Court admitting his liability, and the plaintiff does not take it out, can the defendant subsequently deny liability and join issue?

DUMBLETON v. WILLIAMS, TORREY AND FIELD, LIMITED.

[L. T. 388.

The Court of Appeal (Esher, M.R., Lopes and Chitty, L.JJ.), held that the defence and joinder of issue ought not to have been put on the record, and must be treated as struck out, liability having been admitted by payment into Court.

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Consent order—Unilateral mistake—Order construed by Court—Setting aside—Evidence of counsel, how given.

WILDING v. SANDERSON.

[Chancery Division, BYRNE J., MARCH 9, 10, 11, 12, 13, 15, 25.

This was an action brought to set aside a consent order, made in a former action of *Ainsworth* v. *Wilding*, which was an action by second mortgagees against a first mortgagee in possession, claiming damages in respect of certain sales of the mortgaged property, and an account.

Prior to the trial of *Ainsworth* v. *Wilding* before Mr. Justice Romer, some correspondence had taken place between the parties with a view to agree as to the principle on which the account should be taken, and after some discussion before the Judge an order was made by consent, which was subsequently embodied in minutes. When the account was brought in, it appeared that the parties differed in their views as to the meaning of the consent order. Mr. Justice Stirling decided in favour of the present plaintiff Wilding's contention, but his decision was reversed by the Court of Appeal. Mr. Wilding then brought this action to set aside the order on the ground of mistake. The learned counsel who had appeared for him in the former action were sworn, examined, and cross-examined as witnesses on his behalf, and they gave evidence standing in their places before the Bar.

Byrne, J., following *Hickman* v. *Berens*, 64 Law J. Rep. Chanc. 785; L. R. (1895) 2 Chanc. 638, set aside the order on the ground that Mr. Wilding had consented under a mistake, that the mistake was in an essential particular, and that the fact of the order having been passed and entered did not affect the principle, but only the procedure by which relief could be granted.

* * *

Practice—Security for costs—Plaintiff out of jurisdiction—Writ of summons—Plaintiff not to be found at the address endorsed upon the writ—Motion to set aside writ—Rules of the Supreme Court, order IV, rule 1.

THE PITTSBURGH CRUSHED STEEL CO. (LIM.) v. MARX.

[Chancery Division, NORTH, J., MARCH 27TH.

This was a motion on behalf of the defendant that the writ in the action and the service thereof might be set aside, on the ground that the same was