items. Roche, J., held that he had proceeded on a wrong principle, and that costs incurred in supporting the claim and opposing the counter claim ought to be apportioned and the apportioned parts attributed to the claim and counter claim respectively, and similarly mutatis mutandis as to the defendant's costs, and the Court of Appeal (Atkin and Younger, L.JJ.) agreed that this was the proper method.

Money lender—Action against borrower—No defence of non-registration—Evidence of registration—Onus of proof—Money Lenders Act 1900 (63-64 Vict., c. 51), ss. 2, 3—(R.S.O., c. 175, ss. 11, 12).

Lipton v. Powell (1921), 2 K.B. 51. This was an action by a money lender to recover money lent. There was no defence of non registration and the question was raised whether the plaintiff could recover without proving registration as required by the Money Lenders Act 1900 (63-64 Vict. c. 51) (see R.S.O. c. 175, ss. 11, 12). The County Court Judge held that the plaintiff was bound to give strict proof of registration, but a Divisional Court (Lush and McCardie, JJ.) held that as there was nothing on the face of the transaction to suggest that the plaintiff was not registered and her agent at the trial had sworn she was registered, and the defendants did not attempt to shake his evidence by cross-examination or otherwise, and the defendant not having given notice of any such defence, they were precluded from setting it up, and that it was unnecessary for the plaintiff to give any formal proof of registration by an examined or certified copy thereof.

Charterparty—Construction—Provision for cesser of hire—Ejusdem generis rule.

S.S. Magnhild v. McIntyre (1921), 2 K.B. 97. This was an appeal from the decision of McCardie, J. (1920), 3 K.B. 321 (noted ante vol. 57, p. 41). The Court agreed with Roche, J., as regarded the non-applicability to the particular clause of the charter party to which he referred; but reversed his decision on the ground that by a subsequent clause in the charter party the particular cause of delay was thrown