

decision was affirmed by Bucknill, J., and the Court of Appeal (Williams, Buckley and Kennedy, L.JJ.) dismissed the appeal, Williams and Buckley, L.JJ., holding the "slip" Rule did not apply to such a case and did not authorize the court to change a judgment entered in the wrong form. Kennedy, L.J., on the other hand, though thinking the court had a discretion to act under the "slip" Rule yet was of the opinion that it would be improper to do so in the present case owing to the length of time which had elapsed since the judgment was signed. See *Re Hamilton v. Perry*, 24 O.L.R. 38, a similar decision.

PRACTICE—PARTIES—JOINDER OF DEFENDANTS' SEPARATE CAUSES OF ACTION — POLICY UNDERWRITTEN BY DEFENDANTS FOR SEPARATE AMOUNTS—SERVICE OUT OF JURISDICTION—"NECESSARY OR PROPER PARTY"—RULES 64(G), 126 (ONT. RULES 25(1) (G), 67).

*Österreichische, etc. v. British Indemnity Insurance Co.* (1914) 2 K.B. 747. The plaintiffs in this case carried on business in Vienna and insured certain goods by two policies, one made by an English company, and the other by a Scotch company. The policies were drawn up in Antwerp and were signed by a common agent of the two companies. The companies had a common office and a common secretary in London and this office was described in letters of the secretary to the plaintiffs' solicitors as the head office of the companies. The action was brought against both companies and the plaintiff having served the English company obtained leave to issue a concurrent writ for service on the Scotch company as being a necessary or proper party to the action against the English company. The Scotch company having been served applied to set aside the order allowing service and the service. Coleridge, J., refused the motion, and the Court of Appeal (Kennedy and Eady, L.JJ.) held that the Scotch company were proper parties to the action within Rule 648 (Ont. Rule 25(1) (g)) and that the order allowing service was rightly made.

SOLICITOR AND CLIENT—RETAINER—AUTHORITY TO SOLICITOR TO COMPROMISE—COMPROMISE AFTER JUDGMENT.

*In re A Debtor* (1914) 2 K.B. 758. In this case a solicitor had been retained to conduct an action, which he did and recovered judgment in favour of his client. After judgment he