We all know that a person who calls a witness at the trial is not allowed to deal with him as if he were being cross-examined, unless the judge gives leave, upon the ground that he appears to be a hostile witness, which is a very different thing from extracting the information before the trial, and being able to read the admissions so made. No doubt answers to interrogatories by one of several defendants cannot be read as evidence against the others, but in order to make them evidence he must be called as a witness. On the other hand, we all know what great influence the admission of a co-defendant, especially one standing in the relation in which an agent does to the principal, has upon the conduct of the principal, and I cannot conceive that when these vendors, who say by their answer to interrogatories that they have no knowledge at all on the subject of whether there were mock biddings or not, find out, if they do so find out, by the sworn answer of the auctioneers, that they were mock biddings, that will not have very great influence on them as to whether they will further defend the suit or not. The auctioneers having been properly joined as defendants, it appears to me that the plaintiffs have a right to say:—'We will not forego a single advantage to which the presence of these parties as defendants entitle us.'" And Baggallay, L.J., appears not to dissent from these views on this point.

The case of *Walker* v. *Mottram*, p. 355, has already been noticed as reported in the *Law Journal* reports, supra p. 174, and the next case requiring notice appears to be *Sanders* v. *Sanders*, p. 373.

STATUTE OF LIMITATIONS—ACKNOWLEDGMENT—TENANTS IN COMMON.

In this case, which came on on admissions, the Court of appeal decided, (i.) that where a tenant in common has gained by the Statute an adverse title to another share of the property, no payment of rent or acknowledgment by him can restore the title which has been extinguished by the statute. Malins, V.C., had held that when the statute of limitations has run in favour of one and against another, and the former chooses afterwards to acknowledge the right of the latter, that acknowledgment, given after the expiration of the twenty years, restores the right of the latter. For he held the meaning of Imp. 3, 4 Will. IV. c. 27, sect. 28, (R.S.O., c. 108, sect. 15), to be that the right or title shall be extinguished in favour of those who desire it to be so, but not as to others. The Court of Appeal, however, over-ruled this, and followed *In re Alison*, L.R. 11 Ch. D. 284, as an express decision that when a statutory title has accrued, by the expiration of the time named in the statute, it cannot be defeated by a subsequent acknowledgment. (ii.) But the Court held that, as it was admitted that the tenant-in-common, claiming title under the statute, had paid a moiety of the rents to persons claiming under his co-tenant from 1864 to 1877, this raised a presumption that a similiar payment was made previously, and that as the admissions did not negative this inference, the defence on the Statute of Limitations could not be supported. Jessel, M.R., says as to this: "The payment of a moiety of the rents for thirteen years is good evidence that a moiety was paid previously."

FRESH EVIDENCE ON APPEAL.

(iii.) The appellant having applied for leave to adduce fresh evidence, the Court of Appeal refused leave, Jessel, M.R., saying: "The application is for an indulgence. He might have adduced the evidence in the Court below. That he might have shaped his case better in the Court below is no ground for leave to adduce fresh evidence before the Court of Appeal. As it has often been said, nothing is more dangerous than to allow fresh oral evidence to be introduced after a case has been discussed in Court. The exact point in which evidence is wanted having been discovered, to allow fresh evidence to be introduced at that stage would offer a strong temptation to perjury. Moreover,