to know that hereafter English and Colonial Queen's Counsel will take rank in Colonial appeals before the Privy Council according to seniority, and that the claim of an English Queen's Counsel to lead his senior from one of the Colonies can no longer be maintained in practice but may be conceded for the benefit of the client. One of our city contemporaries referring to this matter says:

"This action upon the part of the legal lights of the Mother Country will, perhaps, be none the less grateful to their brethren here, from the fact that it has not been taken without due deliberation and considerable warm discussion. And yet it will doubtless be a surprise to a good many people that what is so manifestly in accordance with the fitness of things should have occasioned any controversy, and especially that it should have been carried on with keenness and warmth. It is satisfactory, however, to know that, though it was not "until after a somewhat warm discussion," it was decided, "by a considerable majority, that barristers from the Colonies, when engaged professionally in the Mother Country, should henceforth be accorded a cordial and unreserved welcome." The question of the standing of Colonial counsel engaged before the Judical Committee was left to the decision of the Attorney-General, Sir Henry James, who has ruled that they are entitled to the same recognition as English barristers of equal rank and standing."

RECENT ENGLISH DECISIONS.

The *Law Reports* for July comprise 13 Q. B. D. p. 1-198; 9 P. D. p. 101-121; and 26 Ch. D. p. 237-433.

COVENANT TO PAY "ALL RATES, TAXES AND ASSESSMENTS."

In the first of these the decision in *Wilkinson* v. *Collyer*, p. 1, may be briefly noticed. A tenant on taking a lease of a house covenanted "to pay all rates, taxes and assessments payable in respect of the premises during the tenancy, except the land tax and the landlord's property tax." The Divisional Court held in this case that a sum assessed upon the owners as their proportion of the expense of paving the street upon which the premises abutted, was not a rate, tax or assessment within the meaning of the covenant, but a charge imposed upon the owner for the permanent improvement of his property. The principle of the decision appears to be, in the words of Manisty, J., that the words above used "apply to rates and assessments of a temporary or recurring nature, and not to a sum which is a charge upon the property giving it an increased permanent value." "No case," he adds, "has gone the length of holding that a sum assessed upon the owner as his proportion of the expense of paving a new street, is a rate, tax or assessment within such a covenant as this."

JOINT AND SEVERAL LIABILITY—JOINT JUDGMENT AGAINST FIRM—MERGER.

In the next case, *In re J. & H. Davison, ex parte Chandler*, p. 50, the point decided was, that where a firm is adjudicated bankrupt on a judgment debt recovered against the firm jointly, if the partners are also severally liable in respect of the same matter by reason, for instance, of its arising out of breach of trust, the judgment creditor is not, by reason of his having sued for and obtained a joint judgment, thereby precluded from proving against the respective separate estates of the creditors. If he is so precluded, says Cave, J., at p. 53, "It can only be either because the separate cause of action is merged in the joint judgment, or because by suing on the joint cause of action they (the judgment creditors) have elected to rely on that only, and have thus waived the separate cause of action." But as to the first, he says, that it seems clear both on principle and authority that a joint judgment is no bar to a separate cause of action. "On principle, why should it be?" he asks. "The object of taking a joint and several note is to have the separate liability of each promissor as well as the joint liability of all, and why should the fact that the separate liability of one promissor as merged in a separate