

certain questions were asked of the prosecutor, which the counsel for the prisoner who defended by counsel objected to, and as to the admissibility of which a case was reserved at his request, both prisoners were convicted. On the argument of the case, the court was of opinion that the evidence objected to was inadmissible, and the question then arose whether the court could quash the conviction of both the prisoners; and the Court (Lord Russell, C.J. and Wills, Lawrance, Bruce and Kennedy, JJ.) came to the conclusion that it could properly deal with both convictions, notwithstanding the objection was raised by only one of the prisoners, the Act (11 & 12 Vict., c. 78, s. 2) enabling the Court, after deciding the question reserved, "thereupon to reverse, affirm or amend any judgment which shall have been given on the indictment or inquisition on the trial whereof such question or questions have arisen, or to avoid such judgment," and the conviction was consequently quashed as to both prisoners. Probably the general powers given to the Court by the Cr. Code, s. 746, though not in the same terms, would enable a Canadian court to do likewise.

INTERPLEADER—RIGHT TO SET UP *JUS TERTII*—**BAILER**—**ESTOPPEL**—**PRACTICE**
—RULES 851, 852 (ONT. RULES 1104, 1105).

Ex parte Mersey Docks (1899) 1 Q.B. 546. This was an application by bailees for an interpleader order. The application was resisted by one of the claimants, a bank, on the ground that the bank had advanced money on the faith of a letter signed by the bailees, stating that they held the goods to the bank's order. The other claimant was also a bank. It was contended by the first-mentioned bank that the letter constituted an estoppel, which prevented the bailee from disputing that bank's title to the goods in question and from obtaining any relief by interpleader. Ridley, J., granted the interpleader order as asked, and staying all proceedings by both claimants against the bailees; and the Court of Appeal (Smith and Collins, L.JJ.) affirmed the order, but with the variation that the stay of proceedings should not extend to any claim which the first-mentioned bank might have against the bailee by virtue of the said letter.