ing and took notes, which were afterwards printed, could refer to the printed copy, after the destruction of the original notes, to show exactly what did take place.

5. That the occasion was not one of privilege or qualified privilege.

Osler, Q.C., and *Ryckman*, for the defendants.
James A. Macdonald for the plaintiff.

Chancery Division.

Full Court.] [Feb. 18.

BICKERTON v. DAKIN.

Lien - Mechanics' lien—Partnership—Claim of lien registered in name of, after dissolution—R.S.O., c. 126, ss. 16, 19—"Claimant"—"Person entitled to the lien"—53 Vict., c. 37, O.—Jurisdiction of High Court—Joining liens—Statements of claim under 53 Vict., c. 37, s. 2, O.—Amendment.

Judgment of BOYD, C., reported, 20 O.R. 192, affirmed on all points.

Aylesworth, Q.C., for the defendant Nesbitt.
Masten for the plaintiffs.

Full Court.] [Feb. 18.

TOWN OF MEAFORD *v.* LANG ET AL.

Principal and surety—Official bond—Collector of taxes—Municipal corporation—Release of sureties—Non-disclosure—Constructive fraud.

Decision of MACMAHON, J., reported, 20 O.R. 42, affirmed.

W. Cassels, Q.C., for the plaintiff.
J. K. Kerr, Q.C., for the defendants.

Practice.

ROSE, J.] [Feb. 13.

LANGMAN *v.* HUDSON.

Partnership—Defendants sued in firm name—Pleading—Rule 288.

In an action against two partners sued as a firm in the firm name, though after dissolution, one of the partners appeared in his individual name and afterwards delivered a statement of defence and counter-claim, also in his individual name. The other partner did not appear.

By Rule 288, "Where partners are sued in the name of their firm, they shall appear individually in their own names; but all subsequent proceedings shall, nevertheless, continue in the name of the firm."

Held, that the words "subsequent proceedings" should be confined to proceedings by the plaintiff; and a motion to set aside the pleading was dismissed.

H. Cassels for the plaintiff.
W. M. Douglas for the defendant Hudson.

C.P. Div'l Court.]
MACMAHON, J.] [Feb. 14.

MCLEAN *v.* BRUCE.

Attachment of debts—Judgment for costs only—Rule 935—Parties—Assignee of judgment—Amount attached unascertained—Residuary legatee and executor—Administration—Receiver—Equitable execution.

Under Rule 935 an order to attach debts may be founded on a judgment for costs only.

Troutman v. *Fisken*, 13 P.R. 153, distinguished.

Under Rule 935 an assignee of a judgment, though not a party to the action, may apply to enforce the judgment by attachment. An order may be made attaching the amount, if any, coming to a judgment debtor as residuary legatee under a will, although it is undetermined whether anything, and, if anything, how much, is due to him. Upon an inquiry as to whether anything is due to a judgment debtor as residuary legatee, where he also has the character of executor, the legatees and creditors ought to be before the court, and the way to bring them before the court is by administration proceedings.

Quære, whether the assignee of the judgment would be entitled to administration.

The assignee of a judgment appointed receiver by way of equitable execution to receive whatever interest the judgment debtor might have as residuary legatee.

Hoyles, Q.C., for the assignee.
H. Cassels for the judgment debtor.

BOYD, C.] [March 5.

CHAPMAN *v.* NEWELL.

Costs—Partnership action—Assets.

In actions between parties, in the absence of special circumstances such as misconduct or negligence, the assets will be directed to be