

PRACTICE—SPECIAL ENDORSEMENT ON WRIT—RECOVERY OF LAND AND MESNE PROFITS—TIME UP TO WHICH MESNE PROFITS RECOVERABLE.

In *Southport Tramways Co. v. Gandy*, (1897) 2 Q.B. 66, the plaintiff sought to recover possession of land and mesne profits: the writ of summons was specially endorsed. The plaintiff applied for leave to sign judgment under Ord. xiv. (Ont. Rule 603) for possession and £80 claimed as mesne profits, and in his affidavit filed in support of the motion alleged, the £80 was claimed as double value for six months, on account of defendants' refusal to give up possession. On the hearing of the motion Kennedy, J., gave the plaintiff leave to sign final judgment for possession, and for mesne profits calculated up to the time of the plaintiff's obtaining possession. From this order the defendant appealed—on the ground that the plaintiff's affidavit showed that he was claiming double value, which was a penalty under the statute and therefore not the subject of a special endorsement, and that at any rate mesne profits could not be given after the date of the order. The Court of Appeal (Lopes and Rigby, L.JJ.) however, held that the order was right, and that the affidavit did not vitiate the endorsement.

PRACTICE—DISCOVERY—ACTION FOR FORFEITURE OF LEASE.

*Mexborough v. Whitwood Council*, (1897) 2 Q.B. 111, was an action to enforce the forfeiture of a lease for breach of covenant, and the simple question was, whether the defendant was liable to be examined for discovery, for the purpose of establishing the forfeiture. The Court of Appeal (Lord Esher, M.R., Smith and Chitty, L.JJ.) answered that question in the negative,

PRACTICE—STRIKING OUT STATEMENT OF DEFENCE—FRIVOLOUS AND VEXATIOUS DEFENCE—ABUSE OF PROCESS OF COURT.

*Remington v. Scoles* (1897), 2 Ch. 1, is a somewhat unusual case. The action was against a solicitor to compel him to account as a trustee, and for an injunction to restrain him from dealing with the alleged trust property. The defendant had in another action under oath admitted the several material statements in the plaintiff's claim, but notwithstanding