statement that in the result the defendants' goods were found to be equal to, or superior to the plaintiffs', whereas the plaintiffs alleged their goods were superior to the defendants'. The defendants moved, under Rule 288, (Ont. Rule 261), to strike out the statement of claiming, as shewing no cause of action. Kennedy, J., dismissed the application, but the Court of Appeal (Lindley, M.R., and Chitty and Williams, L.JJ.,) held that the case came within the principle laid down in *White* v. *Mellin* (1895) A C. 154 (noted ante vol. 31, p. 439), and that the question of motive could not be inquired into when the defendants were not exceeding their legal rights, and the action was dismissed. In two recent Ontario cases before the Divisional Court (C.P.D.) viz.: *Sims* v. *London*, and *Sims* v. *Kingston*, it was considered to be inexpedient that objections in law going to the root of a statement of claim or defence should be disposed of on a motion to strike out the pleading because no appeal lay to the Court of Appeal from the Divisional Court in such cases.

BAILMENT—GRATUITOUS LOAN OF CHATTEL—DEFECT IN CHATTEL LENT—KNOWLEDGE OF DEFECT BY LENDER—INJURY TO BORROWER OF CHATTEL FROM DEFECT THEREIN—LENDER OF CHATTEL, LIABILITY OF FOR DEFECT IN CHATTEL.

Coughlin v. *Gillison* (1899) 1 Q.B. 145, was an action brought by the gratuitous bailee of a chattel (a steam engine) to recover damages from the lender for damages occasioned to the plaintiff by a defect in the chattel. Hawkins, J., who tried the action, dismissed it on the ground that there was no evidence that the defendant knew of the defect which occasioned the injury to the plaintiff. On appeal, the plaintiff's counsel endeavoured to obtain a reversal of this decision, relying on the statement of Pothier as to the civil law on this point, but the Court of Appeal (Smith, Rigby and Collins, L.JJ.,) were of opinion that, in such an action, according to the ruling of the Court of Queen's Bench in *Blakeman* v. *Bristol & Exeter Ry.*, 8 E. & B. 1035, it is absolutely essential for the plaintiff to bring home to the defendant knowledge of the defect.

LEASE—SUB-LESSEE OF ASSIGNEE, LIABILITY OF, TO ORIGINAL LESSEE—RENT—PAYMENT OF RENT BY LESSEE—RIGHT OF LESSEE TO INDEMNITY BY SUB-LESSEE—MONEY PAID.

Bonner v. *Tottenham & E. P. I. Building Society* (1899) 1 Q.B. 161, draws very sharply the distinction between the status of