PRACTICE—ADDING PARTIES—NON-JOINDER OF ONE OF SEVERAL JOINT-CONTRACTORS—ORD. XXI, R. 20; ORD. XVI, R. 11—(ONT. RULES 103, 142).

In *Pilley* v. *Robinson*, 20 Q. B. D. 155, a Divisional Court (Stephen and Charles, JJ.) held, on the authority of *Kendall* v. *Hamilton*, 4 App. Cas. 504, that when a plaintiff brings an action against one of several joint-contractors the defendant is entitled, as of right under Ord. xvi, r. 11 (Ont. R. 103), to have his co-contractors added as defendants, and is not obliged to resort to the third party procedure. The court in effect held, that though by Ord. 21, r. 20 (Ont. R. 142), pleas in abatement are abolished, yet that whenever a defendant could formerly have pleaded in abatement for non-joinder of parties, he may now apply under Ord. xvi, r. 11 (Ont. R. 103), to add such parties as defendants.

SOLICITOR AND CLIENT—RETAINER TO COLLECT DEBT.

James v. *Bicknell*, 20 Q. B. D. 164, is an appeal from the Lord Mayor's Court on a question involving the extent of a solicitor's authority to act for his client. In this case the solicitor had been retained to collect a debt. He proceeded and recovered judgment and issued execution, and upon the levy made under the execution, the goods were claimed by a third party, and the sheriff interpleaded: no special retainer, or instructions, were given by the client to engage in the interpleader proceedings, and the question was, whether the client was liable to the solicitor for costs of these proceedings paid by the solicitor to the sheriff and the claimant; the court (Wills and Grantham, JJ.) were unanimously of opinion that the client was not liable. A solicitor cannot, therefore, safely engage in any such collateral proceedings without the express and positive instructions of his client.

ARBITRATION, AGREEMENT FOR—SUING BEFORE ARBITRATION—CONDITION PRECEDENT—FIRE INSURANCE.

Viney v. *Bignold*, 20 Q. B. D. 172, was an action brought on a policy of fire insurance, in which the defendants pleaded that the policy was made subject to a condition, that if any difference should arise in the adjustment of a loss, the amount to be paid should be settled by arbitration, and the insured should not be entitled to commence any action on the policy until the amount of the loss had been referred and determined as therein provided, and then only for the amount so determined; that as differences had arisen, and the amount had not been referred or determined, it was contended by the plaintiffs that this furnished no defence in law, but the court (Wills and Grantham, JJ.), without calling on the defendant, upheld the defence.

RECEIVER—FUND IN DISCRETION OF TRUSTEES—ORDER AGAINST TRUSTEES FOR PAYMENT—PROHIBITION.

The main point involved in *The Queen* v. *Judge of C. C. of Lincolnshire*, 20 Q. B. D. 167, was very similar to that raised in *Fisken* v. *Brooke*, 4 App. R. 8. The defendant, a judge of a County Court, had made an order in an action pending in his court for the appointment of a receiver, to receive from trustees under a will,