

bath, and water was only used in the house for cleansing, cooking, drinking and sanitary purposes. The question therefore for the Court was whether the water was required for "domestic purposes" or for a "business." The Divisional Court (Lord Alverstone, C.J. and Darling and Channell, JJ.,) came to the conclusion that the water was required for 'domestic purposes.'

PRACTICE—FOREIGN CORPORATION—SERVICE OF WRIT WITHIN JURISDICTION—FOREIGN COMPANY CARRYING ON BUSINESS IN ENGLAND—IRREGULARITY—AMENDMENT—RULES 55, 1039—(ONT. RULES 159, 362).

In *Dunlop Pneumatic Tyre Co. v. Actien-Gesellschaft F. M. Co.* (1902) 1 K.B. 342, the defendants moved to set aside service of the writ of summons, the only point raised on the summons was that the defendants as a foreign corporation resident out of the jurisdiction could not be served within the jurisdiction at all under Rule 55, and on the return of the summons they asked leave to amend by setting up that if they could be served, the service had nevertheless not been made on the right person. Channell, J., refused to allow the amendment on the ground that if taken in the first place the defect might have been cured, but it could not be now. On the other point it appeared on the affidavits that the defendants, who were foreign manufacturers, had temporarily engaged a stand at the Crystal Palace near London at which they were exhibiting a motor car and other articles, and the stand was in charge of a person employed by the defendants as their representative whose duty it was to explain the articles exhibited, and to take orders and press the sale of the defendants' goods. The Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.,) agreed with Channell, J., that during the occupancy of the stand by the defendants they were carrying on business in England and might properly be served within the jurisdiction as provided by Rule 55 (Ont. Rule 159), and that the amendment of the summons for the purpose of setting up the other irregularity complained of was properly refused.

PROMISSORY NOTE—INCHOATE INSTRUMENT—FRAUD—NEGOTIATION—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., C. 61) S. 20—(BILLS OF EXCHANGE ACT (D.) 53 VICT., C. 33, S. 20).

In *Herdman v. Wheeler* (1902) 1 K.B. 361, the defendant had agreed to borrow £15 from one Anderson, and signed and handed to Anderson a blank stamped paper which he authorized him to fill up as a promissory note payable to Anderson for £15 only.