

warehouse rent, during the delay occasioned in delivery owing to the bad condition of the timber. He suggests that possibly the ship owner might be entitled to recover over against the shippers on the principle laid down in *Moul v. Garrett* (1870) L.R. 5 Ex. 132; (1872) 7 Ex. 101, and cases there cited, but he does not determine that point and admits that it is open to doubt.

WRIT OF SUMMONS—SERVICE OUT OF THE JURISDICTION—CONTRACT “WHICH OUGHT TO BE PERFORMED WITHIN THE JURISDICTION”—BREACH WITHIN THE JURISDICTION—RULE 64(e) (ONT. RULE 162 (e)).

*Mutzenbecher v. La Aseguradora Espanola* (1906) 1 K.B. 254. This was an application to set aside an order for service of the writ of summons out of the jurisdiction. The plaintiffs carried on the business of insurance agents in England, the defendants were a Spanish insurance company, domiciled in the Canary Islands. An agreement in writing was entered into between the plaintiffs and defendants in the Canary Islands whereby the plaintiffs were appointed the defendants' sole agents in the United Kingdom and her colonies, and for certain countries in Europe, and also for the United States, for a period of five years. Before the term was up the defendants sent an agent to England who, by letter written in London and transmitted through the post office to the defendants, terminated the agreement, and the action was brought for breach of the contract. Phillimore, J., refused the application, and the Court of Appeal (Collins, M.R., and Barnes, P.P.D.,) sustained his decision holding that the action came within the terms of Rule 64 (e) (Ont. Rule 162 (e)) as being founded on a breach within the jurisdiction of a contract which, according to the terms thereof, was to be performed within the jurisdiction.

LICENSE TO SELL LIQUOR BY RETAIL—SOLICITING OR TAKING ORDER AT PLACE OTHER THAN THAT SPECIFIED IN LICENSE.

*Elias v. Dunlop* (1906) 1 K.B. 266. In view of a practice which prevails in Ontario this case deserves attention. The defendants were grocers and carried on business at two shops for one of which they held a license to sell liquor by retail. They were convicted for taking an order for liquor at the unlicensed premises, which they executed from the licensed premises, and the Divisional Court (Lawrance and Ridley, JJ.,) upheld the conviction.