sional Court (Wills and Wright, JJ.) held this to be wrong, but were of opinion that the proper measure of damages was the diminution in value of the property, and they therefore directed a new trial. On appeal, Lord Esher, M.R., and Fry, L.JJ., although adopting the law of the Divisional Court on the main point, disagreed with them as to the measure of damages, and set aside the order for a new trial and gave judgment for the plaintiff for the amount which had been proved to be the cost of making the repairs. The measure of damages in such cases Lord Esher declares to be the cost of making the repairs, and this rule, he inclines to think, is not merely a discretionary rule, but a rule of law.

PRACTICE—JUDGMENT CREDITOR—RECEIVERSHIP ORDER, EFFECT OF—EQUITABLE EXECUTION—PRIORITY.

*Levasseur* v. *Mason* (1891), 2 Q.B. 73, was an issue to determine the right to the proceeds of certain goods. The defendants in the issue were execution creditors of a French company, which had certain property in England in the hands of an English firm, who had a lien on it. The execution creditors obtained an order appointing a receiver of the company's interest in these goods. After this order was made the company was adjudicated bankrupt in France, and the plaintiffs in the issue were appointed liquidators. They then put in a claim to the goods, which, by an order of the Court, were subsequently directed to be sold, and the proceeds, after paying the lien, were paid into Court by the receiver. The Court of Appeal (Lord Coleridge, C.J., Lord Esher, M.R., and Fry, L.J.), affirming Day, J., held that, assuming that the liquidators at the date of the liquidation became by the law of France entitled to the goods, yet the case must be determined by English law, and under that law the receivership order had the effect of entitling the execution creditors to the goods, or the proceeds of them, as from the date upon which it was made, subject only to the discharge of the lien, which was a legal impediment to their execution, and therefore that the execution creditors were entitled to the proceeds.

PRACTICE—SERVICE OF WRIT—ACTION AGAINST FOREIGN FIRM—ISSUE OF WRIT AGAINST DEFENDANTS IN FIRM NAME—SERVICE ON PARTNER RESIDENT WITHIN JURISDICTION—RULES 53, 64-70—(ONT. RULES 232, 265, 271-2).

In *Heinemann* v. *Hale* (1891), 2 Q.B. 83, the Court of Appeal put the finishing stroke to their decisions on the practice as to suing partners of a firm residing and carrying on business out of the jurisdiction by holding squarely that the rules do not admit of such a firm being sued by the firm name, nor permit of the members being served by service on one of their number, who may happen to be within the jurisdiction, and that a writ so issued is irregular, even as against a partner served within the jurisdiction. In England new rules have been promulgated on the subject of suing partners, which may be found in the current volume of the *Law Times Journal* at page 200.

PRACTICE—SERVICE OF NOTICE OF WRIT ON FOREIGN FIRM—RULES 69, 70 (ONT. RULES 265, 266, 232, 272).

*Dobson* v. *Festi* (1891), 2 Q.B. 92, is another case in the same line as the last. In this case the defendants were a foreign firm sued in their firm name, and notice