man, 3 Q.B.D., 7, 340, to the effect that a renewal of writ of summons will not be granted when, in the absence of such renewal, the claim of the plaintiff would be barred by the Statute of Limitations. The old system of keeping claims alive by issuing a writ, and keeping it renewed, is dead. Kay, L.J., held, however, that under exceptional circumstances there should be a discretion to depart from this rule, *e.g.*, where every reasonable effort had been made to serve the writ without success.

PRACTICE—DEFENDANT OUT OF JURISDICTION—SUBSTITUTED SERVICE OF WRIT—ORD. IX., R. 2; ORD. X. (ONT. RULE 253).

In *Wildhing* v. *Bean* (1891), 1 Q.B., 100, the same point of practice came up which was decided in *Fry* v. *Moore*, 23 Q.B.D., 395 (see *ante* vol. 25, p. 536), that where a writ is issued in ordinary form for service within the jurisdiction, and the defendant before the issue of the writ had left England and had ever since remained out of England, and it did not appear that he had gone out of the jurisdiction to avoid service of the writ, in such a case an order for substituted service of the writ could not be made, and where such an order had been made it was set aside, on the application of the defendant, by the Divisional Court, and this decision was affirmed by the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.). As Lord Esher, M.R., says, the writ under the circumstances could not have been served on the defendant abroad personally, because it was not in the proper form for service abroad, and, therefore, there could not be substituted service of it. We are inclined to think this distinction has not heretofore been very strictly observed in Ontario in making orders for substituted service of writs.

PRACTICE—SERVICE OUT OF JURISDICTION—"CONTRACT WHICH, ACCORDING TO THE TERMS THEREOF, OUGHT TO BE PERFORMED WITHIN THE JURISDICTION"—ORD. XI., R. 1 (E), (ONT. RULE 271 (E).)

In *Bell* v. *Antwerp L. & B. Line* (1891), 1 Q.B., 103, the Court of Appeal, affirming Cave and Day, JJ., determined that where a foreign company chartered an English ship from England to a foreign port, and by the terms of the charter party it was stipulated that all lighterage should be at charterers' or consignees' risk and expense, the charterers indemnifying the ship-owners from all lighterage on cargo at the port of discharge; but no place was specified for payment of monies that might become due under such contract of indemnity; such a contract was not one which, "according to the terms thereof," ought to be performed within the jurisdiction within the meaning of Ord. xi., r. 1 (*e*), (*Ont. Rule* 271 (*e*)), and therefore leave to serve notice of the writ out of the jurisdiction on the foreign company in an action founded on such a contract could not be given. The court held that the words "according to the terms thereof" in the rule could not be disregarded; although it would seem from the observations of Kay, L.J., that it is not absolutely necessary that the terms should be actually expressed in the contract, and that it is sufficient if they are necessarily implied therefrom.

CRIMINAL LAW—MISAPPROPRIATION BY AGENT—ACCEPTANCE OF BILL OF EXCHANGE—BILL INCOMPLETE AT TIME OF DELIVERY—SECURITY FOR PAYMENT OF MONEY—24 & 25 VICT., C. 96, S. 75 (R.S.C., C. 164, S. 60).

The Queen v. *Bowerman* (1891), 1 Q.B., 112, was a case stated by the Recorder