

of Appeal (Cozens-Hardy, M.R., and Farwell, and Hamilton, L.J.J.) as we previously intimated reversed his decision. The question in issue being whether an originating summons for the foreclosure of a mortgage of personalty can be properly ordered to be served on a defendant out of the jurisdiction. Neville, J., thought it was an action founded on breach of contract and therefore was within the Rule 64(e), but the Court of Appeal held that it was not, because on an originating summons the court has no jurisdiction to give any relief on the contract, but the only relief which could be given on such a proceeding was to foreclose the defendant's equity of redemption. Proceedings by way of originating summons do not in Ontario include foreclosure of mortgages, and therefore the point actually decided can hardly arise in Ontario; yet in view of this decision it may be doubted whether a writ for foreclosure of the equity of redemption in personalty, in which a claim for relief on a covenant is also joined, could be authorized to be served out of the jurisdiction, except on the terms of first striking out the claim for foreclosure. With regard to actions to foreclose mortgages of land, they would appear to come within *Ort. Rule 162 (a)*.

MAINTENANCE OF SUIT—COMMON INTEREST—ACTION BY OFFICERS
OF TRADE UNION FOR SLANDER — “INDEMNITY BY UNION
AGAINST COSTS”—ULTRA VIRES.

Oram v. Hutt (1913) 1 Ch. 259. The plaintiff in this case was a member of a trade union, and the object of the action was to compel the refunding of funds of the union which had been paid for the indemnification of some of the officers of the union, against the costs of actions brought by them for slanders uttered in their official capacity. A judgment had been recovered by the officers in the actions for £1,000 and costs and £25 respectively, but no part of the damages or costs could be collected from the defendant; and the plaintiffs' costs in the actions amounting to £949 had been paid out of the funds of the union. The plaintiff claimed that such payment was ultra vires and should be refunded. Eady, J., who tried the action held that the union had not a common interest with its officers in bringing the action and that the payments in question was ultra vires and must be refunded.