
REVIEW OF CURRENT ENGLISH CASES.

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MORTGAGE OF PERSONAL PROPERTY—FORECLOSURE—SERVICE OUT OF JURISDICTION—RULE 64 (e)—ONT. RULE 162 (1) E.

In *Hughes v. Oxenham* (1913) 1 Ch. 181, the action was brought to foreclose a mortgage of personal property. The mortgage was made within the jurisdiction, and all the parties resided there when it was made, but the defendants were when the action was brought resident in Australia. The defendants applied to discharge the order allowing service out of the jurisdiction. The question turned on whether or not the action was founded on a breach of contract to be performed within the jurisdiction within the meaning of Rule 64 (e)—Ont. Rule 162 (1) (e). Neville, J., held that it was, but the reporter inserts a slip in the report intimating that his decision was subsequently reversed by the Court of Appeal, presumably on the ground that an action for foreclosure is not an action for breach of contract.

SALE OF GOODS—CONTRACT FOR GOODS TO BE MADE—BREACH OF CONTRACT BY PURCHASER—MEASURE OF DAMAGES.

In *re Vic. Mill* (1913) 1 Ch. 183. In this case the claimants entered into a contract with a company now in liquidation to sell the company certain goods to be made by the claimant; the company went into liquidation, and the liquidator refused to accept the goods—and the simple question was, what was the proper measure of damages provable by the claimants in the liquidation proceedings, and Neville J. held that as there was no available market for the goods in question, which were machines of a special character, the proper measure of damages was the loss of profit sustained by the claimants through the contract not being carried out.

PRINCIPAL AND SURETY—RIGHT OF PRINCIPAL TO INDEMNITY—RELEASE OF DEBTS BY WILL—CONSTRUCTION—"DEBTS".

In *re Mitchell, Freelove and Mitchell* (1913) 1 Ch. 201. In this case a testator made his will whereby he bequeathed to his nephew J. J. Mitchell £2000 and forgave him all debts "owing to me from him up to the time of my decease"—The testator was surety for J. J. Mitchell to a Bank for a loan made by the