

in England. He then applied to a Greek court to annul the marriage and it was annulled on the ground that by the law of Greece the English marriage was void, because it had not been solemnized in the presence of a Greek priest. The defendant subsequently married again and the plaintiff brought the present writ for a divorce on the ground of his adultery, which was granted. In the interests of religion and morality it would seem that some effort ought to be made to secure international comity on the subject of marriage. As the law at present stands it affords scoundrels an excuse for their immoralities.

PRINCIPAL AND AGENT—STOCKBROKER—SPECULATIVE TRANSACTION—DEATH OF PRINCIPAL—CLOSING ACCOUNT—DUTY OF BROKER—TAKING OVER STOCKS BY BROKER.

*In re Finlay, Wilson v. Finlay* (1913) 1 Ch. 247. In this case the plaintiffs were stockbrokers and were employed by one Finlay to purchase shares of a speculative character on his account. The plaintiffs entered into contracts to buy shares on his account and before settling day Finlay died. Finlay had previously given the plaintiffs authority to sell the shares and also any shares of his held by them as security. The plaintiffs closed the account and took over the shares contracted to be purchased for Finlay themselves, at what the Master found was their fair value at the time. This action having been brought for the administration of Finlay's estate, the claim of the plaintiffs was disputed because there had been no actual sale of the deceased's shares, and Warrington, J., held that the plaintiff's duty on the death of Finlay was to close the account and to minimize the loss to their client in respect of his indemnity to them, to the utmost extent, but that for this purpose it was not absolutely necessary for them to sell the shares, as their doing so might create a slump in the market, but that it was competent for them to take over the shares as they had done at their true value.

MORTGAGOR AND MORTGAGEE—FORECLOSURE—"ACTION FOUNDED ON BREACH OF CONTRACT"—ORIGINATING SUMMONS—SERVICE OUT OF JURISDICTION—RULE 64(e)—ONT. RULE 162(a).

*Hughes v. Ovenham* (1913) 1 Ch. 254. This is an appeal from the decision of Neville, J. (ante p. 15). The Court