

on their business in an improper and were fraudulent dealers in stocks and shares. The defendant pleaded justification, and gave particulars of the defence in which they alleged that the plaintiffs were concerned in running "a bucket shop" and did not carry on the ordinary and legitimate business of stock brokers, but were entirely dependent for their profits on the losses made by their customers, and gave the names of, and extracts from, certain pamphlets issued by the plaintiffs; but the defendants did not give any specific instance of the commission of any fraudulent or improper act, or the name of any person alleged to be defrauded. The defendants obtained from a Master an order for the inspection of the books of the plaintiffs for a certain period, which on appeal was reversed by Pickford, J., whose judgment was affirmed by the Court of Appeal (Williams, Farwell and Kennedy, L.JJ.) on the ground that no specific acts of fraud were alleged and the defendant's application was in the nature of a fishing proceeding to find out if they could find any support for their "defence of justification."

PRACTICE—WRIT OF SUMMONS—SERVICE OUT OF THE JURISDICTION—BREACH OF CONTRACT—CONTRACT FOR SALE OF GOODS
C. I. F.—RULE 64(e)—(ONT. RULE 162(c).)

In *Crozier v. Auerbach* (1908) 2 K.B. 161, the defendant appealed from an order of Bigham, J., refusing to set aside an order allowing service of notice of the writ of summons on the defendant out of the jurisdiction. The action was brought for breach of a c. i. f. contract made in Germany by the defendant who was resident there, and where the goods were shipped for carriage to England. The plaintiff paid the price in exchange for the bill of lading. On arrival of the goods in England, they were found by plaintiff to be not according to contract. The action was brought to recover the price paid, or for damages. An order was made allowing notice of the writ to be served out of the jurisdiction. The defendant in his correspondence with his solicitor protested against the jurisdiction of the English Court, but his solicitor, under a mistake, and without instructions so to do, entered an appearance. The defendant then applied to Bigham, J., to set aside the appearance and the order allowing service out of the jurisdiction, who refused the application on the ground that the defendant's letters after service amounted to a waiver of his objection to the jurisdiction of the English court. The Court of Appeal (Wil-