

the plaintiff's contention, on the ground that the defendant was seeking a retrial of matters that had been already adjudicated in the foreign action, and the plaintiff was *prima facie* entitled to succeed. But the Court of Appeal (Lord Esher; M.R., and Lopes and Davey, L.JJ.) were of opinion that the circumstances were an exception to the ordinary rule, and the order for security was therefore restored. Davey, L.J., was of opinion that on an application for security the court cannot go into the merits of the action.

PRACTICE—SUING IN FORMA PAUPERIS—NOTICE OF MOTION—COSTS.

In *Jacobs v. Crusha*, (1894) 2 Q.B. 37; 9 R., May, 241, the plaintiff had been admitted to sue *in forma pauperis*, but no solicitor had been assigned to him. He gave a notice of motion to reinstate the action, which had been dismissed for default, and it was held not to be open to objection, because it was not signed by a solicitor. The Ord. xvi., r. 29, on which this objection was based, and of which there is no counterpart in the Ontario Rules, was held not to apply, as no solicitor had been assigned. The court, as a condition of granting the application, ordered the plaintiff to pay the costs, and the Court of Appeal (Lopes and Davey, L.JJ.) were of opinion that as the plaintiff was asking an indulgence the court might, as a condition of granting it, impose the terms of paying costs, notwithstanding the applicant was suing *in forma pauperis*.

PRINCIPAL AND AGENT—UNAUTHORIZED BORROWING—MONEY APPLIED FOR BENEFIT OF PRINCIPAL—CHEQUE SIGNED BY PROCURATION—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., C. 61), s. 25—(53 VICT., C. 33, s. 25) (D.).

*Reid v. Rigby*, (1894) 2 Q.B. 40, was an action to recover the amount of a cheque signed by the defendants' manager by procuration for the defendants. The manager had authority to draw on the defendants' banking account for the purposes of their business, but he had no authority to overdraw the account, or to borrow money on behalf of the defendants. The manager had, in fact, overdrawn the account for his own purposes; and he then applied to the plaintiff to lend him money for the purpose of paying the wages of the defendants' workmen. The money was lent, and the cheque in question given in payment. The money lent was paid into the defendants' banking account, and used in paying the wages due to the defendants' workmen. The defendants