Mediterranean station, but which at the time of the application was on the high seas: but it was shown that it would touch at one or other of the coaling ports of the Mediterranean, and ultimately put in at Malta, the chief port of the station. Under these circumstances, for the reason above indicated, the application was refused. In Ontario, leave to serve out of the jurisdiction is not necessary, but after it has been effected it must be allowed. See Ont. Rule 274.

PRACTICE—SERVICE OF WRIT—ACTION AGAINST FIRM CARRYING ON BUSINESS IN ENGLAND—ONE PARTNER DOMICILED ABROAD—SUMMARY JUDGMENT AGAINST FIRM—ENG. RULES 53, 115 (ONT. RULES 265, 739).

In *Lysaght* v. *Clark* (1891), 1 Q.B. 552, the practice on the subject of serving a partner on behalf of a firm again came under discussion. In this case two foreigners composed a firm which carried on business in England. One of the firm resided in England; the other was domiciled abroad. A writ against the firm was served on the partner resident in England, and an appearance was entered by him; but there being no defence to the action the plaintiff obtained a summary judgment against the firm under Eng. Rule 115 (Ont. Rule 739). The defendants applied to set aside the proceedings, but the motion was dismissed by Cave and Grantham, JJ., the Court refusing to further limit the application of Rule 53 (Ont. Rule 265), allowing service to be effected on one partner for a firm, to cases like the present, where the business of the firm is carried on, and one of the partners also resides, within the jurisdiction. *Russell* v. *Cambefort*, 23 Q.B.D. 526 (see *ante* vol. 26, p. 8), and *Western National Bank* v. *Percy* (1891), 1 Q.B.D. 304 (see *ante* p. 105), being limited in their application to cases where all the members of the firm reside abroad. In the latter class of cases neither a partner nor a manager can be served for the firm. As we have already remarked, the Rules on this branch of practice seem to need revision.

PRACTICE—DISCOVERY—PRODUCTION—DISCOVERY BEFORE DEFENCE—ENG. RULE 454—(ONT. RULE 508.)

Henderson v. *The Underwriting & Agency Association* (1891), 1 Q.B. 557, was an application by defendant for discovery before defence. The action was on a policy of insurance effected on title deeds during their transit by post from Cadiz to Alexandretta in Syria, against certain perils enumerated in the policy, including perils of transit and conveyance, and thieves. The deeds were lost in transit. The defendants claimed to be entitled to discovery from the plaintiff, and all persons interested in the proceedings and in the insurance, the subject matter of the action, but the Court (Cave and Jeune, JJ.) were of opinion that the defendants were only entitled to discovery in the ordinary form as to documents under Eng. Rule 454 (Ont. Rule 508).

ASSIGNMENT, VALIDITY OF—PUBLIC POLICY—SALARY OF CHAPLAIN TO WORKHOUSE—PUBLIC OFFICER.

In re Mirams (1891), 1 Q.B. 594, the short point decided by Cave, J., is that an assignment of salary made by a chaplain of a workhouse who is paid out of the rates is not invalid as against public policy; that such an officer is not a public officer within the meaning of the decisions. That to make an officer public it is necessary that the officer's salary be paid out of national, and not, as in the present case, out of municipal funds; and the officer must be public in the