

therefore, not liable to be surrendered for that offence. Cave and Collins, JJ., before whom the writ was returnable, refused to discharge the prisoner, holding that, even though the only evidence were that of the accomplice (which was not the case), the prisoner was not necessarily entitled to a discharge on that ground, but that it was in the discretion of the magistrate, in such cases, to say whether or not there should be a committal, and that, in the present case, the discretion had been rightly exercised. As regards the question of identity, the court thought there were sufficient circumstances appearing in the case to leave no reasonable doubt. The inclusion of both charges in the committal was also held to be valid, and the outrage at the barracks was held not to come within the meaning of a "political offence." Such offences are those committed by one party in a state in order to carry out its objects as against another party, where there are two or more parties contending for the government of the country; but the outrages in question were held to be committed against the general body of citizens, and private citizens in particular.

PRACTICE—AMENDMENT—WRIT SERVED OUT OF JURISDICTION—INDORSEMENT OF CLAIM ON WRIT—ORD. XI.; ORD. XXVIII., RR. 1, 6 (ONT. RULES 271, 423, 429).

In *Holland v. Leslie*, (1894) 2 Q.B. 450; 10 R. July 313, after a defendant had appeared to a writ served out of the jurisdiction, the plaintiff discovered that in the indorsement of his claim, which was in respect of certain bills of exchange, he had made a mistake; this he applied for leave to amend, which was granted (see *ante* p. 628). The defendant appealed from the order, contending that there was no power to amend a writ served out of the jurisdiction, except on the terms of obtaining a new order for leave to re-serve the writ. The Court of Appeal (Lord Esher, M.R., and Kay and Smith, L.JJ.) were clear that such an amendment might properly be made so long as no cause of action was introduced by the amendment in respect to which leave to serve the writ out of the jurisdiction could not have been given.

INFANT—CONTRACT OF INFANT—EXONERATION OF EMPLOYER FROM LIABILITY.

*Clements v. London & North Western Railway*, (1894) 2 Q.B. 482; 9 R. Oct. 212, was an action to recover damages for injuries sustained by reason of the alleged negligence of the defendants