RECEIVER AFTER JUDGMENT—NOTICE OF APPLICATION—DEFENDANT NOT APPEARING—RULE 1015—(ONT. RULE 330)—PRACTICE.

Tilling v. *Blythe* (1899) 1 Q.B. 557 is a case on a simple point of practice. The action was brought to recover a money claim, and judgment had been recovered against the defendant by default of appearance; the plaintiff then applied for the appointment of a receiver by way of equitable execution. The notice of the motion was served by filing it in the office under Rule 1015 (Ont. Rule 330); and Ridley, J., at first granted the application, but subsequently, on his attention being drawn by the officers of the court to the fact that, according to the usual course of practice, the notice of such a motion was required to be served personally, or, if personal service could not be effected, then substitutionally as the Court might direct, he revoked his order and refused the motion. The Court of Appeal (Smith and Collins, L.JJ.) dismissed an appeal from his decision, holding that in such a case service as prescribed by Rule 1015 would not suffice.

INSURANCE—BURGLARY AND HOUSEBREAKING—LOSS BY THEFT—ENTRY BY UNLOCKED DOOR—BREAKING OPEN SHOW-CASE—"ACTUAL FORCIBLE AND VIOLENT ENTRY."

In re George & The Goldsmiths and General Burglars Insurance Association (1899) 1 Q.B. 595, the judgment of the Divisional Court (1898) 2 Q.B. 136 (noted ante, vol. 34, p. 651), has failed to pass the ordeal of an appeal. It may be remembered that the judgment of the Divisional Court was pronounced upon a case stated by an arbitrator. The question at issue arose under a policy of insurance "against loss and damage by burglary and housebreaking as hereinafter defined," and the risk insured against being thereinafter stated to be loss of the property, "by theft following upon actual forcible and violent entry upon the premises wherein the same is herein stated to be situate." The property in question was stolen from the shop of the assured by a thief who, during the temporary absence of the assured's servant, entered by turning the handle of the front door, which was neither locked nor bolted, and broke open a locked-up show-case in which the property was placed, and made off with the property insured. The Divisional Court held that the loss was covered by the policy, but the Court of Appeal (Lord Russell, C.J., and Smith and Collins, L.JJ.) have unanimously reversed that decision. The