PRACTICE—FOREIGN CORPORATION—SERVICE OF WRIT ON FOREIGN CORPORATION—CARRYING ON BUSINESS IN ENGLAND—LONDON COMMITTEE—RAISING OF LOAN WITHIN JURISDICTION—RULE 55—(ONT. RULE 159).

Actiesselskabet v. *Grand Trunk Pacific Ry. Co.* (1912) 1 K.B. 222. The principal office of the defendant company in this case was in Montreal, and the action was brought by the plaintiffs, a Norwegian company, to recover demurrage upon the plaintiff's ship Hercules, the case depending, as far as the facts were concerned, on what happened at the port of Prince Rupert in Canada. The writ of summons was served on one Norman, the secretary of the London Committee of the defendant company in London, England. This "committee" was formed for the purpose of raising loan capital for the construction of the defendants' road, and is an advisory committee of the board of directors, and has also a general supervision of the finance of the company, with power also to make investment of the funds of the company. The defendants applied to set aside the service of the writ on Norman, on the ground that the defendants were not carrying on business within the jurisdiction. The Master set aside the service, Laurance, J., reversed the order, and the Court of Appeal (Williams, Buckley and Kennedy, L.JJ.) upheld the order of Laurance, J.

SHIP — FIRE CAUSED BY UNSEAWORTHINESS — EXTENT OF SHIPOWNERS' LIABILITY—BILL OF LADING—MERCHANTS SHIPPING ACT, 1894 (57-58 VICT. c. 60), s. 502.

Virginia Carolina Chemical Co. v. *Norfolk & N. A. Steam Shipping Co.* (1912) 1 K.B. 229. In this case Bray, J., and the Court of Appeal (Williams, Buckley and Kennedy, L.JJ.) decided that where a bill of lading contained a proviso that the shipowner was not to be liable for any loss or damage to goods therein mentioned, occasioned by fire or unseaworthiness, provided all reasonable means had been taken to provide against unseaworthiness; the shipowner is precluded from setting up the provisions of s. 502 of the Merchants Shipping Act (which provides that a shipowner is not to be liable for any loss or damage happening without his fault or privity), as a defence to a claim for loss by fire occasioned by unseaworthiness—although the Act would otherwise protect the shipowner from the loss even though due to unseaworthiness.