

antee as the company might direct. The company being in want of money, and the shares being at a great discount, the directors, in accordance with resolutions duly passed, issued preference shares of £1 each, with 15s. credited as paid, leaving a liability of only 5s. per share. The contract was registered under the Act of 1867, and was *bond fide*, and for the benefit of the company. But the transaction was held to be *ultra vires* of the company, and the preference shares, so far as the same were held by the original allottees, were declared to be held subject to the liability of the holder to pay to the company in cash the full amount unpaid thereon. Lord Herschell was, however, of opinion that if the point had been insisted on it should be declared that the terms on which the shares in question were issued were binding as between the company and the allottees, but not so as to relieve the allottees from liability for the full amount of the shares as against creditors of the company.

The Law Reports for June comprise (1892) 1 Q.B., pp. 737-913; (1892) P., pp. 137-217; and (1892) 2 Ch., pp. 1-133.

PRACTICE—WRIT OF SUMMONS—SERVICE OUT OF JURISDICTION—PREACH WITHIN THE JURISDICTION OF CONTRACT TO BE PERFORMED WITHIN THE JURISDICTION—PLACE OF PAYMENT—ORDER XL, R. 1 (E). (ONT. RULE 271 (E)).

*Ruin v. Stein* (1892), 1 Q.B. 753, was an application for leave to issue a writ for service out of the jurisdiction, on which it appeared that the action was for the price of goods consigned by the plaintiff, an English merchant, for sale in Germany by the defendant, a German subject carrying on business in Germany. There was no express stipulation as to the place of payment for the goods; but, according to the course of business in similar transactions between the plaintiff and defendant, such payment would be made in England. A Divisional Court (Cave and Williams, JJ.) had held that the leave should be granted, and the Court of Appeal (Lindley and Kay, L.JJ.) affirmed their decision. The difficulty arose from the wording of the Rule, which provides that where a contract is one "which according to the terms thereof ought to be performed within the jurisdiction" the action to enforce it may be brought in England; and it was contended by the appellant that this meant that there must be an express term of the contract that it should be performed within the jurisdiction in order to bring a case within the Rule; but the Court of Appeal was of opinion that it was not necessary that that term should be expressed, but it was sufficient if from the circumstances under which the contract was made the court could determine that it was one that ought to be wholly or partly performed within the jurisdiction.

SOLICITOR—MISCONDUCT OF SOLICITOR, UNFOUNDED CHARGE OF—INQUIRY INTO—REPORT OF COMMITTEE OF LAW SOCIETY—COSTS, JURISDICTION OF COURT AS TO—SOLICITORS' ACT, 1888 (51 & 52 VICT., C. 65), SS. 12, 13.

*In re Lilley* (1892), 1 Q.B. 759, a client made an unfounded charge of misconduct against his solicitor, which was duly investigated by a committee of the Law Society under the Solicitors' Act, 1888 (51 & 52 Vict., c. 65), and a report