order was merely interlocutory it was subject to review, before the order was drawn up, and did not stand on the same footing as a compromise of the action. The Court of Appeal (Collins, M.R., Romer and Mathew, L.JJ.) took a different view of the matter, and held that the compromise order having been agreed to, without any mistake or misapprehension on the part of counsel, it was binding on the plaintiff, notwithstanding her counsel had exceeded his authority, such excess being unknown to the opposite party, and they also held that an interlocutory order agreed to by way of compromise, can no more be reviewed in the absence of mistake, than a judgment for the final settlement of an action. It must be admitted that the decision if well founded puts an enormous power in the hands of counsel when they are enabled to bind their clients to compromises to which they themselves have expressly refused to agree. In this particular case the stipulation which the plaintiff proposed as a condition of agreeing to a reference appears to have been tantamount to an admission on the part of the defendant that she was in the wrong, and it is hardly to be wondered at, if there was to be a reference, that the defendant would not agree to make any such statement.

PRACTICE—WRIT FOR SERVICE OUT OF JURISDICTION——BREACH OF CONTRACT WHETHER WITHIN OR WITHOUT JURISDICTION—WRONGFUL DISMISSAL—LETTER OF DISMISSAL WRITTEN AND POSTED ABROAD—RULE 64 (*e*)—(ONT. RULE 162 (*e*)).

Holland v. *Bennett* (1902) 1 K.B. 867, was an action by a servant for wrongful dismissal. The defendant was the proprietor of the New York Herald and resided in France. He employed the plaintiff in England as the London correspondent for the European edition of the New York Herald. The dismissal had taken place by letter written and posted by the defendant in France and received by the plaintiff in England. The plaintiff obtained leave to issue a writ and notice of it had been served on the defendant in France. The defendant having entered a conditional appearance, applied to set the writ aside on the ground that the case did not come within Rule 64 (*e*), (Ont. Rule 162 (*e*)), on the ground that according to *Cherry* v. *Thompson* (1872) L.R. 7 Q.B. 573, the breach of the alleged contract must be taken to have taken place out of the jurisdiction where the letter was written. The application was granted and the writ set aside, and the Court of Appeal (Williams and Mathew, L.JJ.) affirmed the order.