

Held, however, that, unless the defendants knew of and acquiesced in the arrangement for a division of the commission with their manager, they could recover the half from him if he received it, and therefore the plaintiffs should only have judgment for one half the commission.

Ferguson and McKay, for plaintiffs. *Wilson*, for defendants.

Macdonald, J.] BANK OF NOVA SCOTIA v. BOOTH. [March 1.

Private international law—Comity—Assets within jurisdiction of foreign insolvent—Appointment of receiver by foreign court—Service outside jurisdiction.

The appointment by a court of a foreign state of a receiver of the assets of an insolvent corporation domiciled in such state does not necessarily effect a transfer to such receiver of assets of such corporation in Manitoba and, upon the plaintiffs shewing that a resident of Manitoba was indebted to such corporation in a sum exceeding \$200 which could be garnished, they were held entitled, under Rule 202 of the King's Bench Act, to an order allowing service of the statement of claim outside the jurisdiction.

In re Maudslay Sons & Field (1900) 1 Ch. 602; *Woodward v. Brooks*, 128 Ill. 222, and *Smith on Receivers*, pp. 50, 145, followed. *Brand v. Green*, 13 V.R. 101, distinguished.

Burbidge, for plaintiff *Robson and Coyne*, for defendants.

Macdonald, J.] CURTIS v. RICHARDSON. [March 1.

Mechanics' lien—Certificate of lis pendens—Commencement of action to enforce lien.

Under s. 22 of the Mechanics' and Wage Earners' Lien Act, R.S.M. 1902, c. 110, in order to preserve a mechanic's lien, it is necessary, besides commencing an action, to register a certificate of lis pendens in respect thereof, according to form No. 6 in the schedule, in the proper registry or land titles office within the time prescribed, and a certificate that some title or interest in the land is called in question, without any reference to a mechanic's lien, is not a sufficient compliance with the statute.

Although the lien may be registered before commencing or during the progress of the work, yet an action thereon cannot be commenced before completion.

A. C. Williams, for plaintiff. *F. G. Taylor*, for defendant.