

Q.B. Div'l Court.]

[Nov. 19.

OFFORD v. BRESSE.

*Writ of summons—Service out of jurisdiction—Rule 271 (e)—Breach of contract within jurisdiction—Letter.*

The defendants, resident in the Province of Quebec, there wrote and posted to the plaintiff in Ontario a letter putting an end to the contract of hiring subsisting between the parties.

*Held*, in an action for wrongful dismissal, that the breach of the contract occurred in Quebec, the receipt of the letter by the plaintiff not being the breach, but only evidence of it; and service of the writ of summons on the defendants in Quebec could not be allowed under Rule 271 (e).

*Cherry v. Thompson*, L.R. 7 Q.B. 573, followed.

*Tremear* for the plaintiff.

*J. A. MacIntosh* for the defendants.

Q.B. Div'l Court.]

[Nov. 19.

HOLLENDER v. FFOULKES.

*Security for costs—Time—Extension of—Rule 485.*

Order of STREET, J., 16 P.R. 225, allowing bond for security for costs, varied by extending, pursuant to Rule 485, the time for giving security.

*McBrayne* for the plaintiff.

*W. H. Bartram* for the defendant.

STREET, J.]

[Nov. 19.

GIBB v. TOWNSHIP OF CAMDEN.

*Costs—Third party—Rules 329, 332.*

Where in an action for negligence the defendants served a third party, under Rule 329, with notice of a claim for indemnity, but he did not appear thereto, and no order was made or applied for under Rule 332;

*Held*, that he was under no obligation to take any proceeding, and was not bound by the result of the action; and his subsequently appearing at the trial and asking to be made a defendant was gratuitous, and he was not entitled to costs against the defendants.

*M. Wilson*, Q.C., for the defendants.

*E. W. J. Owens* for the third party.

MEREDITH, C.J.]

[Nov. 23.

COFFEY v. SCANE.

*Security for costs—Delivery out of bond—Appeal to Court of Appeal—Execution.*

*Held*, that the defendant was not entitled to have delivered out to him for suit a bond for security for his costs of the action filed by the plaintiff, after judgment in the defendant's favour with costs in the High Court, while an appeal by the plaintiff to the Court of Appeal was pending, notwithstanding that there was no stay of execution for the costs awarded to the defendant.

*Hately v. Merchants' De Vatch Co.*, 12 A.R. 640, applied and followed.

*R. L. Dunn* for the plaintiff.

*L. G. McCarthy* for the defendant.