

Street, J., Britton, J.] IN RE JONES v. BISSENETTE. [Jan. 3.

*Practice—Writ of summons—Service out of jurisdiction—Order before action—Parties—Causes of action—Joinder—Rules 120, 128, 162 (g), 164.*

The proper practice under the Rules as they stand (Rules of 1897, Nos. 120, 128, 164) is to obtain, before the issue of the writ of summons, an order fixing the time for appearance to be inserted in the writ proposed to be issued, and allowing it to be served out of the jurisdiction.

Where the affidavit filed on an application for such an order shewed that the cause of action alleged against three of the defendants, one of whom lived in Ontario, was the causing an information to be laid against the plaintiff in Quebec, and the plaintiff to be arrested upon a warrant in Ontario by the fourth defendant, and taken to Quebec and prosecuted there upon a criminal charge, of which he was acquitted, and that against the fourth defendant the unnecessary and unjustifiable handcuffing of the plaintiff in Ontario:—

*Held*, that the plaintiff was not entitled to join the fourth defendant with the other three, the causes of action being separate and having nothing to do with each other.

*Held*, also, that, as one of the three remaining defendants lived in Ontario, and it was alleged that he joined in the laying of the information, he was a proper party to the action, within the meaning of Rule 162 (g), and an order should be made for the issue and service of the writ upon the other two in Quebec.

*Croft v. King* (1893) 1 Q.B. 419, followed. But the order should contain a clause providing that in case the action should be dismissed as against the defendant in Ontario, the plaintiff should consent to its dismissal as against the other defendants as well.

*W. R. Riddell*, K.C., for plaintiff.

Falconbridge, C.J., Street, J., Britton, J.] [Jan. 6.

IN RE GEDDES AND COCHRANE.

*Landlord and tenant—Lease—Renewal—Increased rent—Arbitration.*

In a lease for twenty-one years the rent fixed was, for the first year \$106.88, for the next four years \$130 a year, for the next five years \$145 a year, and for the remaining eleven years \$178 a year. The lease contained a covenant by the lessor to renew for a further term of twenty-one years, "at such increased rent as may be determined upon as hereinafter mentioned, payable in like manner, and under and subject to the like covenants . . . as are contained in these presents." The lease provided for the appointment of arbitrators to determine the rent to be paid under the renewal lease.

*Held*, that the arbitrators were bound to award an increased rent under