

PRACTICE—SERVICE OUT OF THE JURISDICTION—NOTICE OF MOTION—WITH WRIT
—ORD. XI., R. 1; ORD. LII., R. 9—(ONT. RULES 271, 533).

Manitoba & N.W. Land Corporation v. Allan, (1893) 3 Ch. 432, was an application to set aside an order allowing service of a writ out of the jurisdiction, part of the claim indorsed not being within Ord. xi., r. 1 (Ont. Rule 271). The defendant had entered an unconditional appearance and it was held by North, J., that this amounted to a submission to the jurisdiction of the court as to the whole claim, and the order was allowed to stand; but it was ordered that the plaintiffs should not be entitled to any relief as to that part of the claim outside Ord. xi., r. 1. Leave was also granted to serve a notice of motion for an injunction with the writ. North, J., intimated the opinion that this was done *per incuriam*, and that Ord. lli., r. 9, was not intended to authorize such a service on a party out of the jurisdiction before appearance. Under Ont. Rule 533, notice of motion for injunction may be served with the writ without leave, but it may be that that also applies only as regards defendants within the jurisdiction, although there is no such limitation in the Rule.

PUBLIC UNDERTAKING—ACTION TO ENFORCE MORTGAGE DEBENTURES—RECEIVER AND MANAGER.

In *Bartlett v. West Metropolitan Tramways Co.*, (1893) 3 Ch. 437, North, J., appointed a receiver and manager of a tramway company at the instance of holders of mortgage debentures, on the ground that the court had jurisdiction to wind up the defendant company, in which respect he distinguished the case from *Gardner v. The London, Chatham & Dover Ry*, 2 Ch. 201, where the court had not that power.

LIGHT—PRESCRIPTION—RESERVATION IN LEASE OF RIGHT TO OBSTRUCT LIGHT—ADJOINING OR CONTIGUOUS—"Assign."

Haynes v. King, (1893) 3 Ch. 439, although relating to an easement of light, is, we think, deserving of notice, notwithstanding the provisions of R.S.O., c. 111, s. 36, whereby the acquisition of such easements by prescription is abolished, because it may possibly be held that such easements may still be acquired by implied grant. The facts of the case were as follows: In a lease of premises made to the plaintiffs, the lessors had expressly stipulated that they or their assigns should be at liberty to build on any adjoining or contiguous property of the