

Ontario, also claimed relief by way of equitable execution against such lands, and an interim injunction restraining the defendant from dealing therewith.

*Held*, not a case in which service of the writ of summons out of the jurisdiction could be allowed under any of the provisions of Rule 271.

*Held*, also, that the defendant, by obtaining an order for security for costs and by opposing a motion for speedy judgment, had not stopped himself from moving against an order permitting service of the writ to be made on him out of the jurisdiction.

*Per* BOYD, C.: A court is not bound by the decision of a court of co-ordinate jurisdiction where the matter is one of jurisdiction, and involving the settling of a new practice.

*W. C. McCarthy* for the plaintiff.

*H. M. Morvat* for the defendant.

BOYD, C.]

[1911] A. 12.

COUNTY OF WENTWORTH v. SMITH.

*Attachment of debts—Rule 935—Garnishee “within Ontario”—Banking corporations—Head office—Branches.*

Canadian banking corporations authorized by parliament to do business in Ontario, although having their head offices in another province, are to be deemed resident “within Ontario” within the meaning of Rule 935; and moneys deposited with them at branches within Ontario may be attached in their hands as debts due to the depositors.

*Bain, Q.C.*, for the plaintiffs.

*Bruce, Q.C.*, for the defendant Smith.

MANITOBA.

Full Court.]

[May 27.

CARSCADEN v. PHILION.

*Married woman—Next friend—Sufficiency of—Interest in partnership insufficient—Qualifications generally—Crown debtor—Effect of bond to Postmaster-General and not to Her Majesty.*

Appeal from judgment of Dubuc, J., setting aside an order of the referee refusing to appoint one Joseph Sheppard as next friend to a married woman.

Sheppard having made an affidavit that he was worth \$600 after payment of all his liabilities, and over and above and beyond all statutory exemptions, he was examined thereon, by which it appeared that his property consisted of real estate in the city of Winnipeg, and personal property.

The real estate was a lot, bought for \$2,250, and on which \$800 had been paid, and \$400 laid out in improvements; the unpaid purchase money due being \$1,450.

*Held*, (1) a person proposed as a next friend should at the least be shown to be possessed of such property as would formerly, had he been a plaintiff