to entertain it or grant the relief claimed; that the action ought to have been brought, if at all, in the Province of Quebec; that the Toronto defendants were improperly joined with their co-defendants with the object of giving the Court jurisdiction; that there was no cause of action against the defendants, and the issue of the writ was an abuse of the process of the Court; that the Montreal defendants were not necessary or proper parties as against their co-defendants; that the subject of the action being land in Quebec, the action was improperly brought under such cases as Merchants Bank v. Gillespie, 10 S. C. R. 312; Henderson v. Bank of Hamilton, 23 S. C. R. 716; Burns v. Davidson, 21 O. R. 547; Purdom v. Pavey, 26 S. C. R. 412; and that the foreign defendants were improperly served with process before service on their co-defendants.

W. E. Middleton, for the plaintiffs.

THE MASTER IN CHAMBERS:—In my opinion, this is an entirely different action from any of those referred to. This is not brought with reference to real estate in the sense that those actions were, and therefore the principles applied in those cases have no bearing on this application. I refer to Duder v. Amsterdamsch Trustees Kanton, [1902] 2 Ch. 132.

With reference to the contention that the Montreal defendants are not necessary or proper parties to this action as against their co-defendants, I cite the remarks of Lindley, L.J., in Witted v. Galbraith, [1893] 1 Q. B. 577, at p. 579.

I therefore hold that the writ of summons and order allowing the service out of the jurisdiction were properly issued, and that the applications must be refused. The costs of the motion made by the Colonial company to be costs to plaintiffs in any event, and the costs of the motion by the Montreal defendants to be costs in the cause in consequence of the irregularity in serving them with the writ before serving the Colonial company. I understood that the only question with reference to the service of the writ on this ground was one of costs.

I should have stated that it appears that the Montreal defendants assigned to the Colonial company securities on lands in Ontario to the value of $1,222.58, and this is in question in this action as an asset of the Montreal company, and therefore Rule 162 (*h*) may be invoked by the plaintiffs.