The defendants moved promptly upon becoming aware of the proceedings, but the sale by the sheriff had previously taken place. There was no affidavit of merits, and the defendants did not deny the plaintiff's claim.

DARTNELL, J.J.—I do not think I can entertain this application on either of the two first grounds. Sitting as a judge of the County Court, I conceive I have no authority to review the proceedings of the inferior Court. The application should be made in the latter Court, and if the attachment and proceedings were therein set aside a subsequent application could be made to set aside the transcript and execution founded thereon. If I had to try the question upon the affidavits filed I would have no hesitation in arriving at the conclusion that the plaintiff had ample grounds for the issue of the attachment.

The third objection is more serious, and, except for the reasons I shall presently give, I should be prepared to set aside on this ground the transcript and judgment founded thereon. I have already held in the case of *The Ontario Bank* v. *Madill*, that in case there is more than one defendant the use of the singular "defendant" instead of the plural is a fatal defect, as there was no sufficient return of *nulla bona* against *both* the defendants. I fully agree with the observations of my brother Sinclair, where he says: "Great care should be observed in the preparation of the transcript under these sections, in view of the authorities referred to, and every attorney would consult the best interests of his client by a careful examination of it before filing." There is still more cogent reason for care where the proceedings are by attachment and the owner of the land has not been personally served, or become cognizant of what is being done to expose his land to be sold under the hammer of the sheriff.

But it seems to me that, the rights of third persons having intervened, I cannot interfere. There is no machinery for bringing the purchaser before this Court, and the transcript and judgment practically form links in the chain of his title. In such case the title to land would come in question. It was urged that no proceedings could be taken in equity until this judgment was successfully attached. I agree that where the judgment is void for irregularity only the equitable jurisdiction of the Court cannot be invoked to set it aside. But these defendants, I think, are not precluded by the facts, or by the results of this application, from commencing an action in which the plaintiff and the purchaser could be joined as defendants to set aside the judgment as being vexatiously and improperly obtained. See *Tait* v. *Harrison*, 17 Chy. 458.

The defendants admit the debt, and, as far as they are concerned, the question is only one of costs, as it has been stated before me that the purchaser is willing to reconvey the lands upon recovering back what he has paid.

I dismiss the application, but considering the ircumstances, without costs.

J. A. McGilvray (Uxbridge), for the defendants.

J. B. Dow (Whitby), for the plaintiff.

NOTES OF CANADIAN CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

CHANCERY DIVISION.

[Feb. 12.

WEST V. PARKDALE.

CARROLL V. PARKDALE.

The judgment of WILSON, C.J., reported 22 C. L. J., 384, affirmed.

Per BOYD, C.—The village corporation has no capacity conferred upon it by municipal legislation to act as agents for other corporations. These municipalities have large original powers directly conferred by the Legislature involving the construction of, and the interference with, streets and highways within their territorial limits; but there is no law enabling them to act in the execution of such work as the representations of other limited corporations. So, on the other hand, whatever rights may be exercised by the railway companies under Orders in Council and Railway Acts, they as corporations have no power to delegate any part of these rights and privileges to mnnicipal bodies, nor have municipal bodies any capacity to receive or exercise any such delegated functions. The action of the Parkdale authorities in this case was not as agents of the railways but as principals, doing work which the municipality was not legally authorized to undertake. As a corporation Parkdale entered into the construction contract with the people by whom the work was actually done, and so have become liable as a corporation for the injurious consequences to the plaintiffs resulting from that work.