

finding his lien has altogether ceased as against such subsequent incumbancers. In considering this point the cases of *McDonald v. Wright*, 14 Gr. 284; *Stirling v. Campbell*, 1 Chy. Ch. R. 147; *Shaw v. Cunningham*, 12 Gr. 101; *Jusan v. Gardiner*, 11 Gr. 23; *Dumble v. Larush*, 27 Gr. 187, and *Kline v. Kline*, 3 Chy. Ch. R. 161, may be referred to.

#### COMMENTS ON CURRENT ENGLISH DECISIONS.

The *Law Reports* for September comprise 21 Q. B. D. pp. 309-348; 13 P. D. pp. 141-156; and 38 Chy. D. pp. 305-647.

##### ELECTION—NOMINATION PAPER—SIGNATURE OF ELECTORS—(R. S. C. c. 81, s. 31).

*Bowden v. Besley*, 21 Q. B. D. 309, is a decision of Manisty and Stephen, JJ., upon a special case stated to determine a question which arose under the Municipal Corporations Act, 1882, which provides that every candidate for the office of councillor must be nominated in writing, and that the writing must be subscribed by two burgesses of the ward as proposer and seconder, and by eight other burgesses of the ward as assenting to the nomination. (See R. S. C. c. 8, s. 21.) A nomination paper was subscribed "Edwin J. Hooper," "W. E. Waller," "R. Turner," by three of the assenting burgesses. Upon the burgess roll were entered the names "Edwin John Hooper," "William E. Waller," and "Robert Turner," the numbers opposite their names on the burgess roll being the same as those appearing opposite the signatures of the assenting burgesses on the nomination paper. The question for the court was whether the nomination paper had been duly subscribed, and the court decided that it had.

##### PRACTICE—SERVICE OUT OF THE JURISDICTION—PROPER PARTIES—ORD. 11, R. 1 (ONT. R. 271 g.).

*Massey v. Heynes*, 21 Q. B. D. 330, is a decision of the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.). By Ord. 11, r. 1 (Ont. R. 271 g.), service out of the jurisdiction of a writ of summons may be allowed on any person out of the jurisdiction who is a necessary and proper party to an action properly brought against some other person duly served within the jurisdiction. In this action the plaintiffs sued the defendants residing in London for breach of warranty of authority, and it appeared that these defendants had assumed, as agents for a foreign principal, to enter into a contract to be performed out of the jurisdiction, and that there had been a breach out of the jurisdiction, the supposed principals having repudiated the contract as being made without their authority. Upon a motion to set aside an order allowing the plaintiff to issue a concurrent writ and serve notice thereof on the foreign principals, it was held by the Court of Appeal (affirming the Queen's Bench Divisional Court, Wills and Grantham, JJ.) that the order was properly made, as the foreign principals were "proper"