

United Kingdom a London firm, who also carried on business as merchants on their own account. These agents had no authority to enter into contracts on behalf of the defendants, but they obtained orders which they submitted to the defendants for their approval and on being notified by the defendants that they approved, the agents signed contracts on their behalf with the purchasers. The goods were shipped direct to the purchasers from Sweden. The agents in some cases received payment for goods and remitted the amount less their agreed commission. The plaintiffs issued a writ against the defendants which was served on the London firm, and the defendants applied to set aside the service as not being warranted by the Rules (see Ont. Rule 23) on the ground that the defendants were not carrying on business within the jurisdiction at their agent's office in London, so as to be resident at a place within the jurisdiction, Ridley, J., on appeal from a master, held that the defendants were right, and on Appeal to the Court of Appeal (Buckley and Phillimore, L.JJ.) his order was affirmed.

ADMINISTRATION—CREDITORS' ACTION—LIABILITY UNDER COVENANTS IN LEASE—DISTRIBUTION OF ESTATE AMONG BENEFICIARIES—CONTINGENT LIABILITY—DEVASTAVIT—STATUTE OF LIMITATIONS—TRUSTEE ACT, 1888 (51 & 52 VICT. c. 59), s. 1 (3); s. 8 (1 a, b)—(R.S.O. c. 75, s. 47 (2 a, b).)

In *Re Blow; St. Bartholomew's Hospital v. Cambden* (1914) 1 Ch. 233. This was a creditor's action for the administration of the estate of a person who died in January, 1902. At the time of his death he was lessee of certain premises from the plaintiffs. In October, 1902, the executors of the lessee distributed the entire residue of his estate without making any provision for any future liability under the covenants in the lease. In 1909 the rent fell in arrear and in 1911 the plaintiffs commenced the present action against the surviving executor and the beneficiaries, the executors of the deceased executor being subsequently added as defendants. The surviving executor and the representative of the deceased executor pleaded the limitations contained in the Trustee Act, 1888, as a bar to the action as against them (see R.S.O. c. 75, s. 47 (2 a, b).) Warrington, J., who tried the action, held that the statute was no bar, but a majority of the Court of Appeal (Cozens-Hardy, M.R., and Eady, L.J.) held (Phillimore, L.J., dissenting) that the statute was a good defence. Phillimore, L.J., was of the opinion that the time only began to run under the statute when the right of action first accrued, which was when the rent fell in arrear, viz., in 1909, but if this were the