

which in fact no consideration has been received." This liability arose on an implied contract to refund the money advanced, and on an express contract to pay for the cartage, etc. The debtor, according to the ordinary rule, was bound to seek his creditor, and the money claimed by the plaintiffs was payable in Ontario, and the case, therefore, within Rule 25 (1) (e). But the plaintiffs also relied on the fact that the defendant had property within the jurisdiction of the value of \$200 and more. The property in question consisted of the roses which were sent out pursuant to the contract; and the defendant's counsel contended that it was begging the very question in issue in the action to say that they were the defendant's property—the contention of the defendant being that they were now the property of the plaintiffs; and that argument would certainly be entitled to great weight were it not for the fact that the defendant, according to the correspondence produced, admitted that he did not carry out the contract in the particulars above-mentioned. In these circumstances, the goods were, as the plaintiffs contended, the goods of the defendant, and on that ground also the allowance of service of the writ out of the jurisdiction was justified. Motion refused. Time for appearance extended for a week to enable the defendant to appeal from this order, if so advised. Costs to the plaintiffs in the action. H. W. Mickle, for the defendant. A. C. McMaster, for the plaintiffs.

DOMINION BANK V. ARMSTRONG—HOLMESTED, SENIOR REGISTRAR,
IN CHAMBERS—OCT. 10.

Parties—Third Parties—Service of Third Party Notice—Extension of Time for—Irregularity—Rules 165, 176—Proper Subject of Third Party Notice—Claim for Contribution.—Action on a bond of indemnity or guaranty given by the defendant to the plaintiffs to secure advances made by the plaintiffs to the J. B. Armstrong Manufacturing Company Limited. The statement of defence was filed on the 22nd May last. On the 29th September last, an order was made ex parte allowing the defendant to file a third party notice against R. L. Torrance. This notice was filed and served before the order issued. The order was made nunc pro tunc so as to antedate the filing of the notice, which was subsequently re-served after the issue of the notice. The third party moved to set aside the notice for irregularity