ants to build a school for them on land of the defendants. The access to the parcel on which the school was to be built was through some adjoining land of the defendants over which a temporary roadway was to be made by the plaintiff to the street. The defendants put the plaintiff in possession of the site and also enabled him to make the temporary roadway over the adjoining property, but the owner of the soil of the street alleged that it was not a public highway and prohibited the defendant from using it, and threatened to sue him for an injunction. In consequence the plaintiff ceased work for more than two months, until after the defendants had sued the owner of the soil of the street and obtained a declaration that it was a public highway. The plaintiff claimed to recover from the defendants damages for the loss and delay thus occasioned to him; but Ridley, J., who tried the action, held that there was no obligation, express or implied, upon the defendants to indemnify the plaintiff against the loss caused by the wrongful interference of a third party with his means of access to the site.

ATTACHMENT OF DEBTS—GARNISHEE ORDER—RENT DUE TO JUDGMENT DEBTOR AS MORTGAGOR—RECEIVER APPOINTED AT THE INSTANCE OF SECOND MORTGAGEE—NOTICE OF RECEIVER —PRIORITY.

Vacuum Oil Co. v. *Ellis* (1914) 1 K.B. 693. In this case the Court of Appeal (Buckley and Kennedy, L.JJ., Williams, L.J., dissenting) have determined, overruling the Divisional Court (Ridley and Lush, JJ.), that where an order is made attaching rent due by a tenant of the judgment debtor, after a receiver has been appointed of such rent at the instance of a second mortgagee, but before any notice of such appointment has been given to the tenant, and before any demand of the rent has been made by the receiver, the attaching order is entitled to priority over the claim of the mortgagee to the rent so attached, and that a notice given by the second mortgagee to the tenant to pay the rent to him after the service of the attaching order is inoperative as to such rent.

PRACTICE—FOREIGN CORPORATION—SERVICE OF FOREIGN CORPORATION WITHIN JURISDICTION—CARRYING ON BUSINESS—AGENT IN ENGLAND—NO AUTHORITY TO CONTRACT—(ONT. RULE 23).

Okura Co. v. *Forsbacka* (1914) 1 K.B. 715. The defendants in this case were a foreign corporation carrying on business as manufacturers in Sweden. They had as their sole agents in the