

applicants. The \$1,184.09 in Court must also be paid out to the applicants.

Counsel for Hood and Snow, Lewis & Co., and the Staebler estate, said they were agreed upon the division of the moneys between their clients, so the formal order may be settled by consent or spoken to again.

The case involves much hardship upon the liquidator, and I make no order as to the costs of this application.

MABEE, J.

NOVEMBER 7TH, 1906.

CHAMBERS.

ANDERSON v. NOBELS EXPLOSIVE CO.

Writ of Summons — Service out of Jurisdiction — Cause of Action—Rule 162 (e)—Tort Committed in Ontario—Injury to Plaintiff by Defective Fuse Supplied to his Employers by Defendants in Foreign Country.

Appeal by plaintiff from order of Master in Chambers, ante 439, setting aside order obtained by plaintiff allowing service upon defendants in Glasgow, Scotland, of the writ of summons and statement of claim, and dismissing the action with costs. Action to recover damages for injuries sustained by plaintiff in Ontario, owing, as alleged, to the premature explosion of a defective fuse supplied by defendants, in Scotland, to plaintiff's employers, in Ontario.

T. N. Phelan, for plaintiff.

W. H. Blake, K.C., for defendants.

MABEE, J.: . . . Rule 162 (e) provides in effect that service out of Ontario may be allowed in an action founded upon a tort committed in Ontario, and the question is whether the statement of claim discloses such a cause of action. If the contention of plaintiff prevails, the scope of the Rule will be greatly widened. No case is reported where the Rule has been applied to an action like the present, and doubtless foreign manufacturers will be greatly startled if the practice of our Courts permits what plaintiff is contending for. A similar action could not be brought in England or Scotland against a Canadian manufacturer upon a