

Rule 353, to allow a defendant liberty to have his action tried out, when it could be done without injury to the plaintiff, and on such terms as would ensure to the plaintiff, if successful, fruits of his judgment. Here there was no danger of the plaintiffs failing to realise the amount of any judgment they might recover, as the assets of the defendants the Toronto Pressed Steel Company were in the hands of the assignee, who was willing to deal therewith as might be desired. Following *Muir v. Guinane*, 6 O.W.R. 64, and cases cited, the Master allowed the defendants the Toronto Pressed Steel Company to put in a statement of defence forthwith, and required them to expedite the trial in every way that the practice would allow and the plaintiffs might desire. The amount of the judgment and interest should be paid into Court, if the plaintiffs wished this to be done. The costs of the motion and of the proceedings should be to the plaintiffs in any event. Any amendment might be made to the style of the cause that was necessary owing to the assignment made by the company since the action began. See *Head v. Stewart*, 4 O.W.R. 590, affirmed on appeal (not reported); but the defendants should be relieved from giving security, on the ground that they were always entitled to a trial on proper terms, and should not be unduly fettered. In the present case, the plaintiffs would be amply secured by the above provisions. J. H. Spence, for the applicants. H. Cassels, K.C., for the plaintiffs.