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H. C. J.
1912

MEMO. DECISIONS.

the 6th December, 1911, a creditor of the defendant J. Lougheed was authorised (at his, the creditor's, own risk and expense) to bring this action, in the name of the assignee, to set aside a conveyance of land made by the defendant J. Lougheed to his wife, the defendant Frances M. Lougheed. The order provided that the assignee should be indemnified by the creditor; and this had been done. The main support of the motion was an affidavit from the assignee and nominal plaintiff. He had already refused to bring this action, and was supported in that view by the three inspectors of the estate. In his affidavit, he said that the assignment from Lougheed was made on the 17th June, 1908, five months after the conveyance attacked in the present action. He gave no information as to what dividend was paid, or if the estate had been wound up. He said that for some time past he had been employed as a traveller in Western Canada, and that his "permanent place of residence is at Winnipeg, so far as a traveller can have a permanent place of residence." This affidavit was made in Toronto, to which, he said, he returned occasionally, but at rare intervals, and he was not transacting any business in Ontario. He also said that he had no property in Ontario, and had no interest in the litigation, and was not in a position to pay and did not intend to pay any costs of the same. The affidavit in answer of the plaintiff's solicitor stated that the moving creditor had indemnified the plaintiff, and also said that Mr. Skill was and for a long time had been a resident of Toronto. The Master said that the matter came up in rather an unsatisfactory way, and one which raised an uncomfortable suspicion that Skill was not unwilling to hamper the creditor. Upon the special facts, the best disposition of the motion would seem to be to direct the plaintiff to assign to the defendant Frances M. Lougheed the indemnity which the plaintiff had from the creditor, assuming that it would give her as much protection as security according to the usual practice of the Court. Failing this, it would seem right to require security to be given in the usual way, as the creditor resided at Montreal. Costs in the cause. J. W. Mitchell, for the applicant. George Kerr, for the plaintiff.

COYNE v. METROPOLITAN LIFE INSURANCE CO.

Ontario High Court, Cartwright, M.C. February 6, 1912.

COSTS (§ I—14)—*Plaintiff out of the Jurisdiction—Con. Rule* 1198(*a*)—*Moneys in Hands of Defendants—Reduction of Amount of Security.*]—Motion by the defendants, under Con. Rule 1198(*a*), for an order requiring the plaintiff to give security for the costs of the action, which was brought to recover the amount of a policy on the life of the plaintiff's husband. The