

amounts payable by him, Love, under the judgment, and to recover from Hill any amount so paid, and his costs of the action and the appeal from the Master's report. I, therefore, direct that the costs of Love's motion be set off against anything he may already have paid, or may ultimately have to pay, under those paragraphs of the judgment, as the result of the appeal.

Motion by plaintiffs for an order for increased security, on the ground that the appeal will be more than usually expensive.

W. E. Middleton, for plaintiffs.

C. W. Kerr, for defendant Hill.

MACLENNAN, J.A.:—As to the motion for increased security for costs, I think, having regard to the nature of the case and the proceedings before the Master and on the appeals from his report, the appeal will be more expensive than usual, and the security should be increased. But, upon the true construction of Rule 830, sub-secs. 1, 4, and 8, the sum paid into Court cannot be increased to more than \$400.

Order made for payment into Court of an additional sum of \$200. Costs of the motion to be costs in the appeal.

MACMAHON, J.

OCTOBER 3RD, 1902.

TRIAL.

STOKES v. CONTINENTAL LIFE INS. CO.

Fraud and Misrepresentation—Contract to Take Shares—Fraud of Agent—Notice to Company—Right to Recover Money Paid.

The defendant company employed defendant Nesbitt as their agent to solicit subscriptions for the shares of the company. They supplied him with application forms for stock, and with blank receipts for the moneys he might obtain from those who paid the first instalment on the stock. Nesbitt and one Acheson went to plaintiff and asked him to become a shareholder. Plaintiff was not a business man, but a retired farmer. He at first absolutely declined to become a shareholder. A good deal of persuasion was used by Nesbitt and Acheson, and at last plaintiff signed, in pencil, an application for 50 shares, Nesbitt agreeing that he would not use the application in any way and would not shew it, and would return it in three or four days, if required. That application was cancelled. On a subsequent occasion Nesbitt visited plaintiff alone, and plaintiff then signed, in ink, a second application for 50 shares, Nesbitt saying: "If you sign this application, I will give you an agreement executed by myself and Mr. Acheson by which we will be bound to take these shares off