

the simple question is: have the defendants made out a case for increased security? I think they have. The estimated costs of defendants amount to two and a half times the sum for which security has been given. And, although defendants might have foreseen that a commission to take the evidence of witnesses in New York would issue, and that an examination for discovery would probably be necessary, they could not have anticipated at the time the order for security was obtained that an appeal would be made to a Judge in Chambers and then to a Divisional Court, the costs in connection with which would amount to one-half the sum deposited in Court as security.

[Reference to the English O. LV. r. 2; Republic of Costa Rica v. Erlanger, 3 Ch. D. 62; Massey v. Allen, 12 Ch. D. 807; Bentsen v. Taylor, [1893] 2 Q. B. 193.]

Both the English Rule and our own contemplate that there may be more than one application for increased security. . . . No reservation is necessary in any order for leave to apply again, as the learned Master seemed to think.

The great increase in the costs . . . could not have been foreseen by defendants when the præcipe order for security was obtained, and the order of the learned Master must, therefore, be reversed, and the plaintiffs ordered to give the defendants additional security by bond in \$600 or by payment into Court of \$300.

The costs of the appeal and of the motion before the Master will be to the defendants in any event.

FALCONBRIDGE, C.J.

NOVEMBER 10TH, 1902.

WEEKLY COURT.

RE PUBLISHERS' SYNDICATE.

*Company—Winding-up—Claim against Assets—Breach of Contract—Damages.*

Appeal by William J. Greig, David Connery, and Rodrick J. Parke, from the certificate or report of an official referee, whereby he allowed Greig and Parke nominal damages of \$1 each only, and disallowed the claim of Connery for damages as against the estate of the syndicate, an incorporated company in liquidation.

Damages were sought for the breach on the part of the syndicate of the contracts contained in certificates of registration issued to them respectively by the syndicate, whereby the syndicate agreed, in consideration of \$10.50 paid by each of the claimants to the syndicate, to sell to each of them for the period of five years from the dates of their respective cer-