

24 Vict. ch. 34) it is, among other things, in effect provided that the laws and statutes and the practice and course of procedure in force as to security for costs in suits in equity and personal actions between subject and subject shall, unless the Court otherwise orders, be applicable and apply and extend to petitions of right. Under that provision the Crown may call upon the suppliant to give security for costs in any case in which, if it were an action between subject and subject, an order for security for costs would be granted. The right of the Crown to obtain such an order is also recognized in sec. 28 of the Exchequer Court Act.

So far no difficulty arises, and if the provision relied upon were a general rule applicable to all companies, or if it had been expressly made a rule of procedure in this Court, there would perhaps be no good reason against following it in this case; but it is not a general rule applicable to all companies, but only to "limited companies" within the meaning of that expression as used in the section referred to; and while it is a provision which relates to practice and procedure in the case provided for, it is a provision that effects substantive rights. It constitutes a limitation upon the right which limited companies otherwise would have to bring actions or proceedings in the Court upon the same terms as individuals or other companies.

Then the provision occurs in a statute relating to companies and not in one dealing principally with procedure or practice in the Courts; and, while too much weight should not be given to that consideration, and none of the others may be absolutely conclusive against the contention set up for the respondent, the matter does not, on the whole, appear to be sufficiently free from doubt to justify the granting of the application.

The application should, I think, be refused, with costs in any event, to the suppliants to be allowed or set off, as the case may be.

JANUARY 26TH, 1903.

C.A.

WILSON v. HOWE.

*Limitation of Actions—Claim against Estate of Deceased Person—
Corroboration—Special Agreement with Deceased—Terms of
Credit.*

Appeal by plaintiff from judgment of BRITTON, J., (1 O. W. R. 272) dismissing the action, which was brought by plaintiff to recover from defendants, as executors of Marvin Howe, the amount of an account alleged to have been owing by Marvin Howe to the plaintiff for work done and materials sup-