tiff to reply on the principle of "res ipsa loquitur." A gas company is not an insurer: 20 Cyc. 1170, and cases cited. And there is no more reason to suppose that the accident here arose from the acts of the defendants than from those of the plaintiff himself. It is not a matter of inference at all, but one that must be proved before any liability can attach. This is one of several actions brought in respect of the same explosion. In one case at least, as was stated by Mr. Brewster, a specific act of negligence is alleged. If the present plaintiff is content to rely on this, he can do so, or, if he requires to have discovery of one of the defendants' officers, he can take that step before giving particulars. But it seems clear that some definite acts of negligence must be alleged and particulars given, as was done in the cases of Collins v. Toronto, Hamilton, and Buffalo R. W. Co. and Perkins v. Toronto, Hamilton, and Buffalo R. W. Co., the facts of which are given in 10 O. W. R. 84, where the cases are reported at an earlier stage. See, too, McCallum v Reid, Tambling v. Reid, 11 O. W. R. 571, and p. 10 of appeal book therein. The case of Young v. Scottish Union, 24 Times L. R. 73, does not seem to be in point here.

Plaintiff should elect in a week either to give particulars or have examination.

Appreciating the difficulty of his position, I make the costs of this motion in the cause.

CARTWRIGHT, MASTER. FEBRUARY 27TH, 1909.

CHAMBERS.

ROBINSON v. MILLS.

Security for Costs—Libel—Newspaper—R. S. O. 1897 ch. 68, sec. 10 — Right of Sub-editor to Security — Good Faith — Frivolous Action.

Motion by defendant for security for costs under R. S. O. 1897 ch. 68, sec. 10, and to compel the plaintiff to amend the statement of claim.

John King, K.C., for defendant.

Featherston Aylesworth, for plaintiff.