

This seems a pretty clear intimation that in such cases payment into Court of \$200 is as beneficial to the party entitled to security as a bond for \$400.

In the present case, if such bond had been given, no further motion could have succeeded. This, I think, is a sufficient ground on which to dispose of the question.

Apart from that, however, the present action seems emphatically one to which the language of Osler, J.A., in *Standard Trading Co. v. Seybold*, 2 O. W. R. 878, 6 O. L. R. 379, applies, "that a plaintiff is not to be checked at every stage of the action by ordering security, dollar for dollar, for all costs incurred, or which by possibility may be incurred, without regard to the conduct of the party."

Defendants here are to be congratulated on having been so fortunate as to have \$200 lying in Court to answer their costs if they succeed. The money was paid in solely by reason of the claim of Stanley Felgate, who has given the best possible proof of his good faith.

To grant an order now for further security would not in any way stay the trial of the son's action; and no good purpose could be served by staying the trial of the father's action.

. . . .
Motion dismissed; costs to plaintiffs in the cause.