

return of the goods and payment of costs. H. and H., solicitors of McM. and McL., who were entrusted with the enforcement of the replevin judgment, accepted the sum of \$110 in full settlement of said fine and costs. They likewise gave to G. a satisfaction piece releasing the judgment, in which McM. joined, but McL. did not.

In an action to enforce the penalty of the replevin bond with allegation that the goods were not returned and the judgment not satisfied,

Held, that in the absence of evidence as to the value of the goods, the return of which had been adjudged, it was not unreasonable to assume that the compromise of H. and H. related to the costs in the action, that their authority having been continued after judgment, it was competent to them to make such a settlement, which was binding on their clients; that this was not a case in which a smaller sum had been accepted in satisfaction of a greater without other consideration; that, therefore, receipt and satisfaction piece constituted absolute proof that the condition of the bond had been satisfied.

W. B. A. Ritchie, Q.C., for appellants.

H. Mellish, for respondent.

MEAGHER, J. }
In Chambers. }

CROWELL v. LONGARD.

[Oct. 8, 1895.]

Appeal from County Court—Security for costs—Stay of proceedings—English and Nova Scotia rules compared.

On appeal by defendant from a decision of a County Court Judge, granting summary judgment under O. 14. r. 1, no stay of execution pending appeal having been sought by defendant or allowed, plaintiff applied under O. 57, r. 13, for an order compelling defendant to give security for costs of appeal on the ground that defendant had no property, real or personal, within the jurisdiction. On the part of defendants it was urged that under the above rule no security could be ordered unless a stay of execution had been sought and granted.

Held, that though the question was not free from difficulty by reason of the omission from O. 57, r. 13, of the words "under special circumstances" which appear in the English rule (O. 58, r. 15), yet considering the wide and general language of the rule and the fact that only the judge appealed from, or the Court, can grant a stay, while the Court or any judge under the rule may order security, there could be a substantial conformity with the English practice and the ordering of security in such a case is within the judicial discretion.

Security ordered in a bond with at least one surety.

W. B. MacCoy, for plaintiff.

McInnes, for defendant.

WEATHERBE, J. }
In Chambers. }

STAIRS v. ALLEN.

[Dec. 23, 1895.]

Service out of jurisdiction—Forum of action—Interpretation of clause in bill of lading.

In an action against defendant, a foreign steamship owner, for breach of contract arising out of the non-delivery of goods at Halifax, plaintiff obtained