

probability cause further delay and possible loss of evidence. As pointed out in the Seybold case, the plaintiff was entitled to know, before he complied with the order of postponement, the whole of the terms to which he was to accede. Had the question of further security been then raised, he might have preferred a dismissal of the action. Motion refused; costs in the cause to the plaintiff. Grayson Smith, for the defendants, H. S. White, for the plaintiff.

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NATIONAL TRUST CO. v. TRUSTS AND GUARANTEE CO.—MASTER IN CHAMBERS—Nov. 8.

*Conditional Appearance—Action against Liquidators of Company—Winding-up Act, sec. 133—Objection to Regularity of Proceedings.*]—Motion by the defendants for leave to enter a conditional appearance. The action was brought to recover from the defendants, as liquidators of the Raven Lake Portland Cement Co., the proceeds of certain chattels of that company mortgaged to the plaintiffs, before the winding-up order, to secure an issue of bonds amounting to \$50,000. The defendants desired to set up that this action was in contravention of sec. 133 of the Winding-up Act, R. S. C. 1906 ch. 144. The reason given for the motion was the fear that the defendants, as liquidators, could not set up against the plaintiffs the defence of invalidity of the mortgage. This was suggested as a doubtful point in *In re Rainy Lake Lumber Co.*, 15 A. R. 749; but in *Hammond v. Bank of Ottawa*, ante 99, the action was brought for this very purpose by a liquidator, without objection. The Master referred also to *In re Essex Centre Manufacturing Co.*, 19 A. R. at p. 131, and *Stringer's Case*, L. R. 4 Ch. 475. But, in any case, he said, the motion should not be granted. The object of a conditional appearance is to raise the question of the jurisdiction of the Court over the defendant; and it cannot be made use of for the purpose of objecting to the regularity of the proceedings. Motion refused with costs to the plaintiffs in the cause. W. Laidlaw, K.C., and A. E. Knox, for the defendants. Glyn Osler, for the plaintiffs.

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WARREN GZOWSKI & CO. v. FORST & CO.—SUTHERLAND, J. —  
Nov. 8.

*Broker—Shares—Pledge—Transaction by Way of Sale and Purchase—Call for Shares—Offer to Deliver—Refusal to Pay—*