be refused, the plaintiffs have a right, where the devise is not by deed, under 11 Geo. II. ch. 19, sec. 14, to recover for use and occupation, and may use any agreement (not being by deed) whenever a certain rent is reserved, as evidence for the question of damages to be recovered: Elliott v. Rogers, 4 Esp. 59; Woodfall (15th ed.), 568.

The city allowed the defendants two months' rent from 15th November for the removal of their ice boxes, so that there would be due the city rent from the 15th January, 1903, as follows:

Three months' rent for stall 2, from 15th January to 15th April, at $94	$282 00
Three months' rent for stall 72, at $45	135 00
Credit	$417 00
By amount of cheque	$200 00
Balance	$217 00

There will be judgment for the plaintiffs for this sum with costs.

I find that a fair rental for stalls 2 and 72 would be $25 a month each, so that, if it is found I am wrong in the assessment of the damages, a court of appeal can set it right.

NOVEMBER 2ND, 1903.

DIVISIONAL COURT.

STANDARD TRADING CO. v. SEYBOLD.

Security for Costs—Increase in Amount—Costs Thrown Away by Postponement of Trial—Postponement Caused by Defendants' Amendment—Responsibility for Increase in Costs.

Appeal by defendants J. A. Seybold and J. R. Booth from order of OSLER, J.A., ante 878, reversing order of a local Master requiring plaintiffs to give additional security for costs.

C. J. R. Bethune, Ottawa, for appellants.

John T. C. Thompson, Ottawa, for plaintiffs.

THE COURT (STREET, J., BRITTON, J.) affirmed the order and dismissed the appeal with costs.