

have been intended by the testator as sums which the devisee taking the equity of redemption must pay out of it.

Most of the adult parties have signed a consent that, for the purpose of estimating the proportion of the \$2,700 mortgage which the north half of 34 should bear, its value is to be taken at \$3,000. This may well hold good as far as the adults consenting to it are concerned, but the interests of the infants must be calculated upon the basis I have indicated.

The costs of the proceedings since my former judgment, including the argument on the 19th instant, should be dealt with as part of the costs dealt with in my former judgment.

CARTWRIGHT, MASTER.
FERGUSON, J.

OCTOBER 19TH, 1903.
OCTOBER 26TH, 1903.

CHAMBERS.

STOCK v. DRESDEN SUGAR CO.

Security for Costs—Plaintiff out of Jurisdiction—Assets in Hands of Defendant—Admissions—Letter ante Litem.

Motion by plaintiff to set aside an order for security for costs.

The plaintiff was employed by the defendants for something over a year at a salary of \$5,000, payable in monthly instalments at the end of each month. He was paid to the end of March, 1903, and sued for \$1,103.90, which he claimed as due to the 19th June, 1903, and interest.

The plaintiff resided out of the jurisdiction.

D. L. McCarthy, for plaintiff.

George Wilkie, for defendants.

THE MASTER.—The plaintiff relies on a letter dated 18th June, 1903, written by Davidson, president of the defendant company. The purport of the letter is that plaintiff had spent much time away on his own account, and therefore (says the writer) "it would not be right to expect our company to pay you your wages when you were off on your own business and pleasure." A little further on the writer says: "When I was in Dresden I instructed Mr. Eelsey (the company's manager) to figure up the time and also made out a cheque for the balance due you on account of the contract, deducting only for such time as you were away from Dresden on your own business and pleasure. Mr. Eelsey still has that cheque and also a receipt for you to sign, which will be delivered to you on application to Mr. Eelsey." After a certain