

and was entitled to a return of the moneys paid on account, with reasonable damages: Canadian Gas Power and Launches Limited v. Orr Brothers Limited (1911), 23 O.L.R. 616; Alabastine Co. of Paris Limited v. Canada Producer and Gas Engine Co. Limited (1912), 30 O.L.R. 394. Action dismissed with costs, and judgment for the defendant company on its counterclaim for \$257.90 with costs. R. G. Code, for the plaintiff company. A. D. Armour, for the defendant company.

DAVIDOVITCH V. SWARTZ—BRITTON, J.—DEC. 2.

Stay of Proceedings—Costs of Appeal in Former Action between same Parties Unpaid—Relief Claimed in both Actions Practically the same.]—Motion by the defendants for an order staying or dismissing the action, on the ground that the costs of a former action between the same parties, payable by the plaintiffs, had not been paid. The learned Judge said that the former action was practically-for the same relief. It appeared that the costs of an appeal in the former action had not been paid by the plaintiffs, although they were liable for and had been ordered to pay them. An order should be made staying proceedings in this action until payment of the unpaid costs. If there was any dispute about the amount of the unpaid costs, that should be settled by the Senior Taxing Officer. No costs of the present order. H. H. Shaver, for the defendants. J. S. Duggan, for the plaintiffs.

LABROSSE V. MCLEOD—BRITTON, J., IN CHAMBERS—DEC. 2.

Security for Costs—One of two Plaintiffs out of the Jurisdiction—Solvent Plaintiff in Jurisdiction—Joint Claim of two Plaintiffs.]—Appeal by the defendants from an order of the Local Judge at L'Original refusing to require the plaintiffs to furnish security for the defendants' costs of the action. The plaintiff Labrosse resided in Ontario, and his co-plaintiff in Quebec. The learned Judge said that the sole point was, whether the plaintiff K. D. McLeod, one of two joint plaintiffs, should be ordered to give security for costs. The defendants had the security of the plaintiff Labrosse. With one solvent plaintiff, and in the circumstances of this case, the defendants were not entitled to an order for security for costs from the plaintiff K. D. McLeod. The claim sued upon was a joint claim—it was not