

Full Court.]

ORDWAY v. LEBLANC.

[March 13.

*Practice and procedure—Order for security for costs—Power of judge to extend time for giving, after expiry of time limited in order—Mistake of solicitor.*

An order for security of costs contained in the following provision: "That in case default is made in giving security within the time aforesaid, this action be dismissed with costs."

*Held*, reversing with costs the judgment of the learned County Court Judge for District No. 1, that notwithstanding the expiry of the time limited in the order, the learned judge had jurisdiction to entertain an application on behalf of plaintiff to enlarge the time to enable him to comply with the order, on the ground that it was by reason of a mistake on the part of plaintiff's solicitor that security was not given in time.

*F. H. Mathers*, for appellant. *H. S. Blackadar*, for respondent.

Ritchie, J., in Chambers.]

[Oct. 17.

IN RE DODGE & DENNISON CO.

*Insolvent Act, c. 11, stat. of N.S., 1898—Action in name of official assignee.*

Application by Messrs. A. W. S. & Co., B. B. & Co., Wm. R. & Co., and W. B. A. & Co., as creditors of said Dodge & Dennison Co., Ltd., to be authorized to take proceedings in the name of the official assignee at their own expense and risk, to recover the proceeds of certain moneys from Messrs. J. T. & Co., which were paid over to them by the said Dodge & Dennison Co., Ltd., within a few days of the assignment of the latter company to E. B. C., official assignee, or to recover certain goods or proceeds thereof which were unlawfully delivered to said J. T. & Co., or their agents, a few days before said assignment, contrary to s. 2 of above-named Act, upon such terms and conditions as to indemnity as shall be adjudged reasonable.

*Held*, that applicants were entitled to an order authorizing them to bring such action in the name of the official assignee for their benefit within the terms of s. 9 of the Act on indemnifying said assignee from all claims.

*Held*, further, that the fertilizing company, who intervened, were entitled to join with the other creditors, and share pro rata in the benefits that might result from the action if they contributed to the expenses and became parties to the indemnity to the assignee. Any question as to the security to be given to assignee to be referred to a judge to settle.

*R. E. Harris*, Q.C., and *J. A. Chisholm*, for applicants. *E. B. Cogswell*, assignee, in person, contra.

QUEEN v. QUINN, ante, p. 644, should be cited as "*Queen v. Brine*."