matter whatsoever in which the subject matter involved does not exceed $200. Upon the affidavit it appears that plaintiff's solicitor on 30th October, 1902, held in hand creditor's claims to the extent of $211.40 unsatisfied. Of this, $11 is to be deducted for excess claimed by plaintiff, but to this there is to be added the claim of the creditor Geralamy, fixed in the Master's order at $36.92. By that order creditors' claims were directed to be paid to the extent of $189.47, and it is said that the others, which were small claims, were paid pending litigation. This appears also from the fact that the Master discharged the lien only upon payment of $300 into Court.

The Master thus did not give the plaintiff larger costs than he was entitled to when fixing the scale as that of a County Court action. I dismiss this application with costs.

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BOYD, C.   MARCH 27TH, 1903.

WEEKLY COURT.

YOUNGSON v. STEWART.

Costs—Partnership Action—General Costs—Surcharge—Costs between Defendants.

A partnership action. Motion by defendant Hopkins for judgment on further directions and for costs against defendant Stewart.

H. H. Robertson, Hamilton, for defendant Hopkins.

T. Hobson, Hamilton, for defendant Stewart.

BOYD, C.—The defendant Stewart should have the general costs of the cause from plaintiff, who began the action with a claim that Stewart had in hand assets of the firm sufficient to pay all the debts and furnish a surplus divisable among the partners. In the result it appeared that there were no assets, and that Stewart was out of pocket to the extent of $480. But as to certain costs in the Master's office, and upon his certificate, so much of the costs in his office as arose upon the surcharge of Hopkins in respect of the sum of $465 retained by Stewart should be taxed to Hopkins and paid by Stewart. The result of the action is in favour of Hopkins and Stewart, but plaintiff is a person of no substance, and there are no moneys out of which to pay them what the partnership owes them respectively, and none to