

WILSON, C. J.—The statute should, I think, receive a liberal construction, for the knowledge of the business and affairs is and can only be in the agents and officers of the company who transact it. How far the word "officer" may be carried I do not now consider, but I have no hesitation in saying that an office or agency established by or for the company at these stations, and a person appointed by or for the company to manage and carry on its affairs, of the important and diversified nature of which they consist at these stations, and possessing and exercising the extensive powers with which he is and must be entrusted to enable him to discharge his duties towards the company, do constitute such a person an officer of the company within the meaning of the statute.

*Aylesworth*, for the defendants.

*Clement*, for the plaintiff.

*Appeal dismissed with costs.*

Wilson, C. J.]

[Sept. 28.]

HOLLINGSWORTH V. HOLLINGSWORTH.

*Security for costs—Application for affidavit of information and belief.*

An appeal from the order of the local judge at Brockville refusing to direct the plaintiff to give security for costs.

An affidavit filed by the defendant, set out that:—"The said plaintiff has for some time past and is now residing, as I am informed and believe, out of the Province of Ontario, and beyond the jurisdiction of this Court, having taken up his residence in the State of New York, one of the U. S. A."

*Held*, that the foreign residence of the plaintiff is here positively sworn to, and the affidavit is sufficient in substance for the Court to act upon in ordinary security for costs.

*Semble*, that it is the better opinion that a statement of the plaintiff's residence out of the jurisdiction, on information and belief, is not sufficient to entitle the defendant to security for costs.

*Tilt, Q.C.*, for the appeal.

*A. H. Marsh*, contra.

*Appeal allowed.*

Wilson, C. J.]

[Oct. 12.]

MORTON V. GRAND TRUNK RY.

*Trial postponed—Second payment of fee on entering record.*

Where the trial of a cause was postponed till the next assizes, "defendants to pay the costs"—

*Held*, that no second fee was payable to the Deputy Clerk of the Crown upon entry of the action for trial at the later assizes, and that when so paid by plaintiff such fee was not taxable against defendants.

*Dickson* (Blake, Kerr, Lash & Cassels), for the plaintiff.

*Aylesworth*, for the defendants.

Wilson, C. J.]

[Oct. 12.]

MERCHANTS' BANK V. HUSON.

*Interpleader—Question to be tried—Issues.*

Upon an interpleader application by the Sheriff of York there were two execution creditors, viz., the Merchants' Bank of Canada and one James Walsh and three claimants, viz., one Clarkson, the assignee of the execution debtor, for the general benefit of creditors, the Imperial Bank of Canada, and the Standard Bank of Canada, both claiming under warehouse receipts. The MASTER directed the trial of four issues, viz., (1) The Merchants' Bank and Clarkson, plaintiffs, against the Imperial Bank, defendants; (2) the Standard Bank, plaintiffs, against the Merchants' Bank and Clarkson, defendants; (3) the Standard Bank, plaintiffs, against the Imperial Bank, defendants; (4) the Merchants' Bank, plaintiffs, against James Walsh, defendant, (as to priority of execution).

Upon appeal by the claimants, the Imperial Bank of Canada,

WILSON, C. J.—I think the Merchants' Bank might be plaintiffs or defendants, and all the claimants joined as opponents, and the question would be whether the claimants or any, and if any, which of them, have the right to the goods as against the Merchants' Bank. If all the claimants had the better title as against the Merchants' Bank, the judge would not, under that issue, try the title between the claimants themselves. The claimants must settle their rights between themselves, the purpose of the issue having been answered by its being settled that the execution creditor is not to have his