to the infant's money. *Vano* v. *Can. Col. etc., Co.* (1910), 21 O. L. R. 144; he is brought into Court simply to protect the infant's rights and guarantee the costs.

Dyke v. *Stephenson* (1885), 30 Ch. D., at pp. 190, 191; *Smith* v. *Mason*, 17 P. R. 444; and (b) the infants are not entitled to the money in any case. (3) The plaintiffs basing their claim to the money specifically "in that the endorsement was not read, etc., and was ignored, etc.," they fail upon this issue as well.

This by no means disposes of the whole matter—the evidence convinces me that while the transfer is absolute in form, it was in fact but security for advances already made and to be made. The defendant says that he advanced more than the amount paid into Court, and I think I should not order a reference unless the plaintiffs assume the responsibility of asking for one. The cross examination of the defendant was not, apparently, directed to shewing that he had not advanced the amount he claimed.

If within ten days from this date the plaintiffs apply for an order of reference, such order may go at their peril as to costs referring it to the Master at London to determine the amount for which the certificate is security in the hands of the defendant. In that event, I shall reserve to myself the question of costs and F. D. until after the Master shall have made his report. If such an order be not taken out by the plaintiffs, I now find all the issues in favour of the defendant, direct the plaintiffs to pay all the costs over which I have control and order the payment out to the defendant of the amount paid into Court.