brought to show when the defendant acquired a knowledge of this fact.

When the plaintiff resides without the province at the time he brings his action, and so describes himself, the application for security for costs must be made within four days from the return. When the plaintiff, although a non-resident, describes himself as an inhabitant of the province, or when he leaves the province after the institution of the action, the application must be made within four days of the knowledge acquired by the defendant of such fact, or with due diligence after that period when he can show a good reason for not having made it sooner.

In this case it is not shown when the defendant became aware of the plaintiff's non-residence, and no proof is made of diligence. The motion cannot therefore be granted.

The judgment was entered as follows :—

"Seeing that the defendant shows, by the affidavits filed in support of his application for security for costs, that the plaintiff resided before the institution of the action in the province of Ontario, and that it does not appear that the defendant has only recently had knowledge of his absence and has made his motion within four days of his having obtained such knowledge, or at least with due and proper diligence, the Court doth reject the said motion, with costs."

A. McConnell, for plaintiff.

Rochon & Champagne, for defendant.

SUPERIOR COURT.

AYLMER (District of Ottawa), April 26, 1887.

Before WURTELE, J.

FOLCHER v. LABLOUGLIE.

Costs—Unnecessary evidence.

HELD :—*That costs of enquête will not be allowed when testimony is unnecessary.*

PER CURIAM.—The plaintiff has sued to recover the amount of two promissory notes written and signed by the defendant; and the defendant has filed a plea of general denial, but without an affidavit denying the signatures, or alleging that the notes are not genuine.

The plaintiff inscribed for proof, and counsel at enquête appeared for both parties. The plaintiff produced a witnes, (who was examined and cross-examined by the counsel at enquête), merely to declare that in his opinion, from his knowledge of the defendant's writing, the signature to the notes was that of the defendant.

Article 145 of the Code of Civil Procedure enacts that every denial of the signature to a promissory note must be accompanied with an affidavit of the party making the denial or of his agent or clerk, and article 1223 of the Civil Code declares that if the party against whom a private writing is set up do not formally deny his signature in the manner I have just mentioned, such signature is held to be acknowledged. Then article 1222 of the Civil Code says that writings so held to be acknowledged shall make proof between the parties as authentic writings.

In the present cause the plaintiff's case was made out without any enquête having been necessary. The enquête made was therefore supererogatory. Now proceedings which have no useful object should not be allowed for the mere purpose of swelling costs; and I consequently disallow all costs connected with the enquête which was made in this cause.

Judgment for the plaintiff, with interest and costs of suit, but excluding from such costs all costs of enquête.

F. A. Beaudry, for plaintiff.

Rochon & Champagne, for defendant.

CIRCUIT COURT.

PORTAGE DU FORT (DISTRICT OF OTTAWA).

Feb. 26, 1887.

Before WÜRTELE, J.

WAUGH et al. v. PORTEOUS, and MONGRAIN, Opposant.

Security for costs—Non-resident plaintiff contesting opposition.

HELD :—*That a non-resident plaintiff contesting an opposition cannot be compelled to give security for costs.*

The opposant moved that, inasmuch as the plaintiffs who had contested the opposition