given on 31st May, 1905. The defendant has filed an affidavit which proceeds on the theory that the action is brought on the first acceptance. He alleges certain transactions and agreements which all occurred before the renewal was given, and there is, therefore, strictly speaking, no answer to this motion. Counsel for defendant stated that this is a mistake, and asked leave to withdraw this affidavit and file another.

Defendant has full knowledge of all the facts, and, as a solicitor, is well aware of what would constitute a sufficient answer to this motion. And it was not unreasonably argued that this mistake, if mistake it was, is a matter to raise doubts as to there being any real defence. Such doubt is to be quieted not by filing another and different affidavit, but by paying into Court, on or before 13th June, $400, upon which the motion will be dismissed with costs in the cause. In default, judgment with costs.

HODGINS, MASTER IN ORDINARY. JUNE 23RD, 1898.

MASTER'S OFFICE.

RE UNION FIRE INS. CO.

Company—Winding-up—Interest on Creditors' Claims—Right to, after Winding-up Proceedings Begun.

In the winding-up payment was made to the liquidator's solicitors of a sum for costs, which, when deducted from the moneys in Court, left a shortage in respect to interest on the claims of creditors who had been by order scheduled as against the company's deposit with the Receiver-General.

An application was made by certain of these creditors to compel the liquidator to replace so much of the amount so paid for costs as would provide for interest on the scheduled claims.

THE MASTER:—On 19th November, 1888, an order was made for the payment out of $1,047.49 for costs to Bain & Co., solicitors for the liquidator, on an affidavit which, among other matters, stated that there was then in Court to the credit of the action of Clarke v. Union Fire Insurance