

have the Courts of this province any control over the liquidators, or the assets.

The only case cited in answer to the motion, was that of *Provincial Assce. Co. v. Gooderham*, 7 P. R. 283. But the facts of that case were very different. As all the assets of a provincial company were being collected by a receiver, appointed by the Court of Chancery, there was no necessity for directing security, when the matter was entirely under the direction of the Court. It was pointed out that the application should have been made to the Court, in the suit pending therein.

As I understand the judgment in the *Toronto Cream and Butter Case*, *supra*, the defendants are certainly entitled to security. What the amount of this should be, is not so clear.

In *Stow v. Currie*, 13 O. W. R. 997, an order was made on 3rd November, 1908, at the commencement of the action, and a bond given for \$2,000. This was due in part to there being three separate sets of defendants, appearing by different solicitors. After the trial, additional security in \$1,000 was ordered. See 15 O. W. R. 383.

Here, the claim is in respect of a contract, on which has been paid over \$80,000, and in respect of which the plaintiff asks for over \$23,000 more. It is reasonably clear that this is not an ordinary action. Counsel are as usual, widely apart in their views of the probable party, and party costs of the defendants (who appear by the same solicitors), up to, and inclusive of the trial. After a second (informal) discussion on this point, justice will, I think, be done if plaintiff gives a bond for \$1,000, or payment into Court of half that sum, within four weeks. This should render a further order for security unnecessary.

The costs of this motion will be in the cause to defendants, owing to delay in prosecution of the action.