

the plaintiff and those which the third parties are to pay to defendants to be settled by one of the Registrars of the Court or by myself if the parties so desire.

The costs of this motion will be costs in the appeal to the plaintiff and defendants in any event.

MASTER IN CHAMBERS.

APRIL 17TH, 1913.

TROWBRIDGE v. HOME FURNITURE CO.

4 O. W. N. 1140.

Costs—Security for—Admission of Liability by Defendants—Counterclaim or Set-off—Defendants in Position of Plaintiffs as to.

MASTER-IN-CHAMBERS held, that where defendants admit owing a plaintiff resident out of the jurisdiction \$2,500, but claim a set-off or counterclaim for more than this amount, security for costs cannot be ordered as defendants are practically plaintiffs in respect of their counterclaim.

After the decision in this case reported in 24 O. W. R. 181, the plaintiff cross-examined Mr. Brown—at some length—and the defendants motion for security for costs was further argued.

H. S. White, for the defendant.

J. F. Boland, for the plaintiff.

CARTWRIGHT, K.C., MASTER:—In his cross-examination Mr. Brown admits that the plaintiff's share of the profits to which he is *prima facie* entitled is "Approximately \$2,500 according to the agreement (Q. 165)."

If the matter rested there it is obvious that no security could be ordered. And although Mr. Brown alleges that the defendants assert a counterclaim to the amount of "\$3,508, according to this list in front of me now," Q. 170—yet this cannot be considered to offset the \$2,500, admittedly due to plaintiff. As to the defendants' counterclaim or set off, they are really *quasi* plaintiffs.

The motion will, therefore, be dismissed with costs in the cause.