

indefinite failure, and that by virtue of the tenth clause W., therefore, took a life estate, and not an estate tail by implication; and that on the termination of W.'s life estate the lands fell in and formed part of the residue.

Aylesworth, Q.C., for the plaintiffs.

McBrady for the widow of William Paul Quinn Chandler.

C. J. Holman for the executors and Marcellos Anderson.

Dr. Hoskin, Q.C., for the infant defendants.

Practice.

MEREDITH, C.J.]

[Jan. 23.]

WELSBACH INCANDESCENT GASLIGHT CO. *v.* ST. LEGER.

Security for costs—Foreign corporation—Assets in Ontario—Doing business in Ontario.

The plaintiffs, a foreign corporation, having acquired the patent right to manufacture and sell a certain incandescent light in the Dominion of Canada, entered into an agreement with another company by which the latter were to act as the agents of the plaintiffs in Ontario, and to manufacture and sell the lights at a fixed price or lease them, and the plaintiffs were to receive the net profits, guaranteeing the other company against loss. The other company carried on the business and leased the lights in their own name. A large number of these lights were in existence in Ontario, under lease to different persons.

Held, that, as the lights could not be made available in execution without a taking of accounts between the two companies, they were not assets of the plaintiffs in Ontario sufficient to answer a motion for security for costs.

Nor could the plaintiffs be regarded as resident in Ontario by reason of their doing business through the medium of the other company.

R. McKay for the plaintiffs.

C. W. Kerr for the defendant St. Leger.

Hulme for the defendant Christie.

John Clark for the defendant Nelson.

MEREDITH, C.J.]

[Jan. 28.]

IN RE PARKER, PARKER *v.* PARKER.

Security for costs—Executors and administrators—Money in court—Motion for payment out.

An executrix stands in no different position as to the liability to give security for costs from a litigant suing in his own right.

And an executrix resident abroad, applying for payment out of court of moneys to the credit of her testator, was ordered to give security for the costs of an alleged assignee of the fund, who opposed the application.

The rule as to security applies to a motion as well as to a petition.

H. E. Caston for the executrix.

Masten for the assignee.