

necessity for a compliance with these rules had frequently been emphasised, referring to the headnote of the judgment in *In re J. L. Young*, [1900] 2 Ch. 753, which states that such an affidavit "is irregular, and therefore inadmissible as evidence whether on a interlocutory or a final application." He said, however, that following the principle of Con. Rule 312, he was unwilling to apply forthwith the rigour of the law. It seemed at least doubtful whether the plaintiff could really wish the action to proceed in view of the release above mentioned. If, however, a proper affidavit could be obtained from Mr. Findela, who is said in the affidavit filed to be "a Finnish interpreter in correspondence with the plaintiff with respect to giving security for costs," the motion might be renewed not later than 15th inst.; in default of which being done, the present motion would be dismissed with costs and the action itself dismissed with costs. Payment of costs of this motion forthwith to be a term of any enlargement of the time for giving security. H. L. O'Rourke, for the plaintiff. H. E. Rose, K.C., for the defendants.

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MOORE V. THRASHER—MASTER IN CHAMBERS—NOV. 9.

*Security for Costs—Prior Action between Same Parties—Property in Controversy, only Relied on—Suggested Consolidation.*]—Motion by the plaintiff to set aside a praecipe order for security for costs issued under Con. Rule 1199, alleging that she has assets within this Province of a nature and amount to be ample security for the defendant's costs. The only property relied on by the plaintiff is an hotel in Amherstburgh, the ownership of which is in controversy in this action. It was the property of the mother of the plaintiff and her half-brother the defendant, who commenced an action on 29th January, 1912, alleging that their mother had made a will in his favour of this property as she had promised to do, for good consideration, that afterwards she went to reside with Mrs. Moore, who induced her to convey the hotel to her. A previous action for the same relief, namely, to have the deed to Mrs. Moore set aside and for discovery by her of the alleged will was begun by Thrasher on 14th March, 1910. This was not proceeded with as a settlement was being attempted, and the plaintiff allowed it to be dismissed for want of prosecution and at once began the pending action. This, too, was not pressed on, and statement of claim was only delivered on 26th October and statement of defence on 1st November.