

(1911), p. 168; *Ogilvie v. Foljambe* (1817), 3 Mer. 53. It was shewn in evidence that, before the defendant signed the contract, he was put in communication with the plaintiff's solicitor, and learned the nature of the title and incumbrances upon the property. Substantial justice would be done by assessing the damages at \$500, from which should be deducted \$100 paid as a deposit, and fixing the plaintiff's costs at \$100. Judgment for the plaintiff for \$400 damages and \$100 costs. H. G. Tucker, for the plaintiff.

SCHMIDT V. SCHMIDT—MIDDLETON, J., IN CHAMBERS—DEC. 30.

Security for Costs—Actions by Wife against Husband—Alimony—Custody of Children—Waiver.]—Appeal by the defendant from an order of the Master in Chambers refusing to require the plaintiff to give security for costs, although she is resident out of the Province. The plaintiff has brought two actions against her husband—one for alimony and one to obtain the custody of the children. It was conceded that security for costs could not be ordered in the alimony action. The Master refused to order it in the other action, upon the ground that the right to security, if it ever existed, had been waived by allowing the action to proceed so far that it had been entered for trial. The learned Judge said that he agreed with the Master in this; and he would go further and say that the instances in which a wife's proceeding to obtain the custody of her children should be stayed by an order for security for costs at the instance of the husband must be very few indeed. The principle is the same as that underlying the decision refusing security in alimony actions. Appeal dismissed with costs to the plaintiff in any event. J. M. Duff, for the defendant. Alfred Bicknell, for the plaintiff.