

the defendants had no information at all as to the matter represented.

*Held*, that the proper inference to be drawn was that the defendants at the time they made the representation had no belief in its truth and that, upon the principles laid down in *Derry v. Peek*, 14 A.C. 337, they were liable in damages to the two plaintiffs for their shares of the difference between the average value of the lands received and the average value of the whole original holding of the selling company, calculated however only in respect of a 15/47 interest in the land as the then plaintiffs had sold 32/47 interest in it before the action.

*I. Campbell, K.C., and Wilson, for plaintiffs. Bradshaw and Johnson, for defendants.*

Mathers, J.]

MOORE v. SCOTT.

[Jan. 15.]

*Practice—Security for costs—Second application—King's Bench Act, Rule 987.*

Application by defendants for increased security for costs after judgment in their favour and pending an appeal by the plaintiff. When first sued, defendants took out the ordinary praecipe order for security upon which plaintiff paid \$200 into Court. They now shewed that their taxed costs amounted to \$444 and that the costs of the appeal would be at least \$300 more.

*Held*, following *Standard Trading Co. v. Seybold*, 5 O.L.R. 8, that the praecipe order was no bar to the application and that further security to the extent of 400 should be furnished. *Charlebois v. G.N.W. Central Ry. Co.*, 9 M.R. 60, distinguished.

*J. F. Fischer, for plaintiff. Burbidge, for defendant.*

Mathers, J.]

CAMPBELL v. CANADIAN CO-OPERATIVE CO.

[Jan. 15.]

*Negligence—Undertaking of mortgage company to keep up insurance on mortgaged property—Undertaking not under seal—Setting off unliquidated damages against debt—Right of set-off as against assignee of debt—Notice of assignment.*

The defendant investment company having a mortgage for \$2,000 on plaintiffs' hotel property, a short time before the ex-