statement of defence by the statement "the plaintiff claims."
The same rule must apply to the present case.

The motion will be dismissed with costs to plaintiff in
the cause. The defendants to have 8 days to amend if
desired.

MASTER IN CHAMBERS.   APRIL 5TH, 1913.

TUCKER v. BANK OF OTTAWA.

4 O. W. N. 1090.

Action—Motion to Stay—Security for Costs — Assignment for Bene-
fit of Creditors by Plaintiff — Substantial Interest in Action —
Lack of, to be Clearly Shewn—Costs.

MASTER-IN-CHAMBERS refused to stay an action or to order
security for costs where plaintiff had admittedly made an assignment
for the benefit of creditors, on the ground that there was no evidence
that plaintiff had no substantial interest in the action.
Garland v. *Clarkson*, 9 O. L. R. 281, and other cases referred to.

Motion by defendant to stay the plaintiff's action or for
security for costs apparently on the ground that the suit is
in reality for the benefit of plaintiff's creditors.

J. Grayson Smith, for the defendant.

Featherston Aylesworth, for the plaintiff.

CARTWRIGHT, K.C., MASTER:—It is admitted that plain-
tiff on 21st March, 1911, made an assignment for the benefit
of his creditors under R. S. O. (1897) ch. 124, of all his
estate real and personal. Any surplus after payment of
debts and charges was to be repaid to the assignor.

The affidavit of defendants' solicitor is the only material
filed in support of the motion. It states that he has made
careful enquiries and believes that plaintiff has never ob-
tained any release or discharge from his creditors, and
that he is insolvent and without means or assets exigible
under execution—and that up to the present time his credi-
tors have only been paid a dividend of 11 cents on the dollar.

This is answered by an affidavit of plaintiff's solicitor,
apparently the same person as the assignee above mentioned.
He confines himself to a denial of plaintiff's insolvency and
says plaintiff is carrying on his business of buying and selling
live stock and was able and willing to advance to the de-