

Held, also, that G. H. did not come within the category of a "hirer, lessor, or bargainer" within the meaning of s. 3 of c. 92, and that such section had therefore no application.

W. B. A. Ritchie, K.C., for appeal. *T. S. Rogers*, contra.

Province of New Brunswick,

SUPREME COURT.

In Equity. *Barker, J.*

[Dec. 17, 1901.

AITON v. McDONALD.

Security for costs—Suit against administratrix—Estate insolvent.

Security for costs was ordered where plaintiff resided out of the jurisdiction in a suit against an administratrix for the payment of a sum of money alleged by the will to have been received by the intestate as guardian of the plaintiff, it appearing that the intestate's estate was insolvent, and there also being no satisfactory evidence of the alleged indebtedness.

A. O. Earle, K.C., and *A. A. Wilson*, K.C., for application. *C. N. Skinner*, K.C., and *A. W. MacRae*, contra.

In Equity. *Barker, J.*

SAGE v. SHORE LINE RAILWAY CO.

Railway bonds—Mortgage—Foreclosure—Receiver and manager—Operating railway—Repairs—Salvage—Receivers' certificates—Priority of bondholders—Jurisdiction.

A railway company issued bonds secured by mortgage of the company's property. In a suit for foreclosure the mortgage receivers and managers of the property and business of the company were appointed with liberty to operate the railway and to maintain the road and property in good and sufficient repair, either by credit or by cash out of the earnings of the road. Repairs being necessary and the earnings being insufficient the receivers were empowered to issue receivers' certificates made a first charge on the company's property and on the moneys to be realized from the sale of the company's property in priority to the bondholders.

McLean, K.C., for receivers. *Earle*, K.C., for plaintiffs. *Puddington*, for defendants.