bond, and, if sufficient, he should allow the same. Costs to be costs in the cause.

J. B. Hands, for plaintiff.

E. A. Forster, for defendants.

Cameron, J.] [July 3.

THORNTON v. CAPSTOCK.

Slander—Statement of claim.

R. M. Meredith, for the defendant, moved absolute a summons (refused by the Local Judge of the High Court at London) for further and better particulars than those already served, of the times and places where and circumstances under which the defamatory words in the third paragraph of the plaintiff's statement of claim set forth, are alleged to have been spoken and published, or that the second paragraph be struck out.

T. Macbeth, for the plaintiff, showed cause.

CAMERON, J.—I am of opinion that, in an action of slander, it is not sufficient now to allege, in the statement of claim, merely that the defendant falsely and maliciously spoke and published of the defendant the defamatory words complained of, but that the time or occasion when, place where, and persons to whom or in whose presence they were spoken, should be stated with reasonable certainty. It is essential that a statement of claim should disclose all facts necessary to show a legal cause of action. In slander the mere allegation that the defendant falsely spoke and published of the plaintiff certain defamatory words, setting them out does not show a cause of action.

The summons must be made absolute; costs to be costs in the cause.

REPORTS

ONTARIO.

(Reported for the LAW JOURNAL.)

TENTH DIVISION COURT OF YORK.

BUILDING AND LOAN ASSOCIATION v. HEIMROD.

Division Courts—Practice under Judicature Act—Nonsuit.

The Division Courts, so far as they have machinery, should grant the substantial relief, redress, or remedy that the High Court could grant, but the practice of the High Court under the Rules, except Rule 489, does not apply *ex vi termini* to Division Courts.

The discretion conferred by sect. 244, D. C. Act, to introduce Superior Court practice, can only be exercised in cases unprovided for by the D. C. Act and Rules of Court thereunder.

Held, that as the Division Court Act provides for the granting a nonsuit, the meaning of which, at the time of passing the Act, was a default only, and did not prevent the plaintiff bringing a fresh action, Rule 330 of the Judicature Act, which makes a nonsuit a judgment on the merits, does not apply to the Division Court, nor is it a case for the exercise of the discretion allowed by sect. 244 of the D. C. Act.*

[Toronto, June 15.—MCDOUGALL, J.J.

Before the time appointed for payment of interest under a mortgage made pursuant to R. S. O. 104, by defendant to plaintiffs, an action upon the covenant to insure was brought to recover a premium of insurance paid by the mortgagees, the plaintiffs, on behalf, as it was alleged, of the defendant. The case was tried before J. E. Robertson, Esq., acting judge, and a nonsuit was ordered to be entered on the ground that such action could not be brought until after the time for the then next ensuing payment of interest on said mortgage: R. S. O. 104, 8 ch. B. sect. 12.

After that time a second action was brought for the said premiums under the same covenant. There had been no steps taken to set aside the nonsuit, and more than fourteen days had elapsed since the first trial.

T. P. Galt, for the defendant, objected that the nonsuit had the same effect as a judgment on the merits under Marginal Rule 330, O. J. A., and that the plaintiffs had no longer any right of action. The learned judge before whom the case was tried, reserved the point which was subsequently argued before him in Chambers.

T. P. Galt, for defendant.

Allan Cassels, for plaintiffs.

MACDOUGALL, Co. J.—This is an action brought to recover the premium for an insurance effected by the plaintiffs upon some property of the defendant, of which the plaintiffs are mortgagees. The mortgage is made in pursuance of the Short Forms of Mortgages Act, R. S. O. cap. 104, and contains the usual statutory covenants.

*(See *Pryor* v. *The City Offices Co.*, L. R. 102, B. D. 504, as confirming some of the views expressed in the following judgment, reported since it was delivered.—EDS. L. J.)