The same result will follow if we consider the defendants bailees for reward—warehousemen. As there was a proper system, properly attended to, according to my finding, the explosion was not due to any negligence on the part of the defendants. . . .

I find as a fact that the cause of the blowing up here was a hidden defect of such a nature as that it could neither be guarded against in the process of construction nor discovered by subsequent examination. And, in my view, even though the defendants are chargeable as warehousemen, they are not liable.

I accede in its entirety to the principle laid down in Pratt v. Waddington, 23 O.L.R. 178, and . . . in Polson v. Laurie, ante 213, that where goods are taken by any one as bailee and lost (and I add "or destroyed") when in his custody, the onus is upon him to shew circumstances negativing negligence on his part. Here the defendants have shewn all the circumstances. "No evidence was kept back, all available witnesses seem to have been examined: there is no suspicion whatever of any bad faith:" per Hagarty, C.J.O., in Palin v. Reid, 10 A.R. 63, at p. 65; and it has been proved that the accident was not due to negligence.

That such a defect, causing an accident, does not render the defendants liable, is established by Readhead v. Midland R.W. Co., L.R. 2 Q.B. 412 (affirmed in L.R. 4 Q.B. 379), and the long line of decisions following it.

The action will be dismissed with costs.

It is unnecessary for me to consider the other points raised.

MIDDLETON, J., IN CHAMBERS. JANUARY 10TH, 1912.

DUVAL v. O'BEIRNE.

Security for Costs—Libel—Newspaper—Defence—Public Benefit—Good Faith—Retractation—Criminal Charge—Triviality or Frivolity—Libel and Slander Act, secs. 7, 8, 12.

Appeal by the plaintiff from an order of the Local Judge at Stratford, requiring the plaintiff to give security for the defendant's costs of an action for libel.

W. D. Gregory, for the plaintiff.

R. C. H. Cassels, for the defendant.