

If the widow had to rely upon the will as a testamentary document to support her claim to the money, she should succeed. The *nota bene* clause was not part of the will, because it was not intended to be an integral part of it; but it was not to be ignored altogether. It was printed for a purpose which it performed; common sense required that it be taken into account; and, if the words "personal estate" were capable of comprising all that was set out in the explanatory clause, they should be held to include it.

Order made for payment out of the money in Court to the applicant. No order as to costs, except that the applicant pay the costs of the Official Guardian.

RIDDELL, J., in CHAMBERS.

MARCH 20th, 1918.

*INGERSOLL PACKING CO. LIMITED v. NEW YORK
CENTRAL AND HUDSON RIVER R.R. CO. AND
CUNARD STEAMSHIP CO. LIMITED.

*Appeal—Leave to Appeal from Order of Judge in Chambers—
Rule 507—No Reason to Doubt Correctness of Decision—
Writ of Summons—Service on Foreign Corporation-defendant
by Serving Agent in Ontario.*

Motion by the defendant the Cunard Steamship Company Limited for leave, under Rule 507, to appeal from the order of MASTEN, J., 13 O.W.N. 481.

J. H. Moss, K.C., for the applicant company.

H. S. White, for the plaintiff company.

RIDDELL, J., in a written judgment, said that he had in several cases—the most recent being *Goderich Manufacturing Company v. St. Paul Fire and Marine Insurance Co.* (1918), 13 O.W.N. 443—pointed out the prerequisites for such a motion as this to succeed. One of them was that there should appear to the Judge applied to for leave good ground to doubt the correctness of the decision from which it is sought to appeal.

In the present instance, he entirely agreed with the very careful judgment of Masten, J.; and, consequently, however important the matter might be, the motion must fail.

Motion dismissed with costs to the plaintiff company in any event of the action.