shortly after it was posted by the defendant, and therefore was evidence of the receipt of it by her. It may not have been necessary to give the evidence, but the plaintiff had the right to do so.

Held, also, that it was not a ground for interfering with the verdict of the jury in favor of the plaintiff that the trial judge refused to tell the jury that the defendant was not responsible for the further publication of the letter made by the plaintiff or her mother, the jury not having been invited to increase the damages by reason of publication to others, and the damages awarded not being excessive.

Lazier, for defendant. *Logie*, for plaintiff.

Meredith, C.J., Rose, J.] [July 7.

ARNOLD *v.* VAN TUYL.

Appeal—County Court—Order for security for costs—Interlocutory order—R.S.O., c. 55, s. 52 (1)—Security for costs of appeal—Stay of appeal—Rule 825.

In an action in a County Court, after judgment therein dismissing the action with costs and notice of appeal therefrom to the High Court given by the plaintiffs, an order was made by the Judge of the County Court, upon the application of the defendants, requiring the plaintiffs, within four weeks, to give security for the costs of the action in addition to security already given, staying proceedings in the meantime, and directing that, in default of security being given within the time limited, the action should be dismissed with costs.

Held, that this order was not in its nature final, but merely interlocutory, within the meaning of s. 52 (1) of the County Courts Act, R.S.O., c. 55, and no appeal lay therefrom.

Held, also, that the provision of Rule 825, that no security for costs shall be required on a motion or appeal to a Divisional Court, applies to County Court appeals; and it must be assumed that the security ordered was not intended to extend to the costs of the appeal to the High Court from the judgment dismissing the action, nor the stay to the appeal itself.

R. McKay, for plaintiffs. *C. J. Holman*, for defendants.

Meredith, C.J., Rose, J.] [July 7.

JANE BENNER *v.* EDMONDS.

Settlement of action—Setting aside—Counsel—Solicitor—Costs.

Where counsel, acting upon the instructions of the plaintiff's solicitor, effected a compromise of the action not authorized by the plaintiff and contrary to the express instructions given by her to the solicitor, the compromise was set aside and the plaintiff allowed to proceed to trial, but, as the plaintiff and defendant were innocent parties, without costs to either against the other. *Stokes* v. *Latham*, 4 Times L.R. 305, followed.

Logie, for plaintiff. *Lazier* for defendant.