ferred to in the conditions of sale could not be looked at for the purpose of supplying the defect. He further held that the parol statement at the time of the sale as to Lawson being the beneficial owner did not cure the defect in the written contract; it was, nevertheless, a ground to induce the court to withhold costs from the defendant.

SPECIAL POWER OF APPOINTMENT, EXERCISE OF—GENERAL DEVISE—WILLS ACT (1 VICT. C. 26), S. 27. (R.S.O. C. 106, S. 29.)

In *Re Mills*, *Mills* v. *Mills*, 34 Chy. D. 186, Kay, J., had to consider the effect of the Wills Act s. 27 (R. S. O. c. 106 s. 29), in regard to special powers of appointment; and he held that the question whether a special power of appointing real estate is exercised by a general devise, where the testator had neither at the date of his will nor of his death any real estate of his own, is one of intention to be inferred from the words of the will and from the surrounding circumstances at the date of it, having regard to the enlarged operation given by the Wills Act to a general devise, and he came to the conclusion that the mere making of a general devise by a testator, though having no real estate of his own, does not sufficiently indicate an intention of exercising a special power of appointing real estate, notwithstanding that objects of the power happen to be included among the devisees.

STATING ACCOUNTS, DIRECTED BY JUDGMENT.

The plaintiffs in *Exchange and Hop Warehouses* v. *Association of Land Financiers*, 34 Chy. D. 195, brought the action against the defendant company, which was in liquidation, for the rescission of a contract which the plaintiffs had entered into for the purchase of certain property of the defendant company. The judgment set aside the sale, and directed accounts of the amounts expended by the plaintiffs in respect of the property, which the defendants were ordered to pay, and the plaintiffs were declared to have a lien for the purchase money, and what might be found due on the taking of the accounts, and on payment thereof the plaintiffs were to discharge their lien. The plaintiffs applied to stay the taking of these accounts on the ground that the amount that would be found due would be far in excess of the value of the property and the defendant's assets only consisted of £40, and that they were quite unable to redeem. North, J., ordered the taking of the accounts to be stayed, unless the defendants chose to give security for the plaintiffs' costs of taking them.

LIBEL—INJUNCTION—INJURY TO TRADE—ERRONEOUS STATEMENT OF EFFECT OF A JUDGMENT.

Hayward v. *Hayward*, 34 Chy. D. 198, was an action to restrain the publication of an alleged trade libel. We have seen from the case of *Macdougall* v. *Knight*, 17 Q. B. D. 636, (noted *ante* vol. 22, p. 395), that the publication of a judgment of a Court of Justice by one of the parties interested is not a libel. This case, however, shows that a garbled statement of the effect of a judgment may be a libel, the publication of which the court will restrain by injunction. The plaintiffs and defendants were rival traders in the same kind of business—the names of their respective firms being similar though not identical, and the defendants, in 1885, brought an action to restrain the present plaintiff from representing his firm to be the original firm of R. H. & Sons. At the trial, this part of the action was dismissed with costs, the judge being satisfied that the plaintiff had never made the alleged representations, but that, on two or three occasions, the plaintiff's agent, without his knowledge or concurrence, had done so, and that the plaintiff had repudiated this representation as soon as he knew it, and at the trial he offered by his counsel to give an undertaking that he would never make such a representation. The judge desired that this undertaking should be inserted in the judgment. The plaintiff assented, and it was accordingly inserted.

In 1886 the present defendants distributed a printed circular, which stated that they were the original firm, and after giving the title of the former action, headed by the word "Caution," proceeded: "By the judgment the defendant was ordered to undertake not to represent that his firm is, or that the plaintiff's is not the original firm of R. H. & Sons. Messrs. R. H. & Sons, finding that serious misrepresentations were in circulation to their prejudice, felt themselves compelled to bring the action." North, J. held that this was not a fair statement of the judgment, and that it was a libel injurious to the plaintiff's trade, and that it was not privileged, that the defen-