

is no sufficient ambiguity to lead to the rejection of them on the ground that they are not part of the complaint.

Question 3 must also be answered in the affirmative in this particular case. In a case of a notice defective in some material respect, *e.g.*, unsigned, which renders it valueless as a foundation for the proceedings, which the Judge is authorized to take upon receipt by the clerk of a notice in conformity to the Act, there is no jurisdiction to amend; but, assuming the notice and lists to be properly before a Judge, a misnomer or plain mistake in description and many other like errors may be amended.

Watson, Smoke, & Smith, Toronto, and Bristol, Cawthra, & Bayly, Toronto, solicitors.

MEREDITH, C.J.

FEBRUARY 11TH, 1902.

CHAMBERS.

CARSWELL v. LANGLEY.

*Bankruptcy and Insolvency — Contingent Debts — Sums Payable  
Quarter-yearly by Person Becoming Insolvent — Not Provable  
under R. S. O. ch. 147.*

Special case.

J. J. Warren, for plaintiff.

F. E. Hodgins and W. M. Irwin, for defendant.

MEREDITH, C.J.—The defendant is the assignee for benefit of creditors of one E. F. Robinson, and the action is to establish the right of the plaintiffs to prove and rank upon the estate of Robinson for the present value of \$100 per quarter, which he, before the date of the assignment, covenanted with them to pay to one Jane Robinson on the first day of each quarter-year during her natural life.

These growing quarterly payments are in their nature contingent debts, and not provable under R. S. O. ch. 147; *Grant v. West*, 23 A. R. 533; *Mail Printing Co. v. Clarkson*, 25 A. R. 1. Judgment for defendant without costs.

CHAMBERS.

MEREDITH, C.J.

FEBRUARY 11TH, 1902.

CROWN CORUNDUM AND MICA CO. v. LOGAN.

*Action — Order dismissing — Undertaking — Default in Giving —  
Effect of.*

Carter v. Stubbs, 6 Q. B. D. 116, followed.