

CARTWRIGHT, MASTER.

JUNE 17TH, 1903.

CHAMBERS.

## MARSH v. MCKAY.

*Security for Costs—Defamation—Unmarried Woman—Trivial or Frivolous Action—Defence on Merits.*

Motion by defendant for security for costs under R. S. O. ch. 68, sec. 5. in an action brought by an unmarried woman against the publisher of a newspaper. It was admitted that plaintiff was not good for costs.

S. B. Woods, for defendant.

T. H. Lloyd, Newmarket, for plaintiff.

THE MASTER.—The action is certainly not trivial or frivolous. Of the words complained of it cannot, in my opinion, be said that they are not capable of being used in the sense attributed to them in plaintiff's affidavit. The only question, therefore, is: Does defendant shew a good defence on the merits?

Here there can neither be a denial of publication nor a claim of privilege. Nor is there any possibility of a justification. . . . The motion fails.

Swain v. Mail Printing Co., 16 P. R. 135, Lennox v. Star Printing Co., ib. 493, and Paladino v. Gustin, 17 P. R. 553, referred to.

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## EVANS v. CLANCY.

*Attachment of Debts—Assignment of Fund Garnished—Money Payable on Contingency—Validity of Assignment—Ascertainment of Fund before Attachment.*

Motion by judgment creditor to make absolute an attaching order.

It was shewn that, prior to the service on the Ontario Jockey Club, the garnishees, the judgment debtor had assigned to the claimant all "prizes, stakes, purses, and moneys (if any) to which he should become entitled from the Ontario Jockey Club for winnings by any or all of (several horses) at a race meeting commencing 23rd May." This assignment was dated 16th May, and was received by the secretary of the club on 22nd May or thereabouts.