

trust, to be divided and paid over to my children in the sums mentioned, and as soon as may be agreeable to the terms and conditions of certain mortgages and leases now standing against the property," without mentioning any property.

*Held*, that the court being satisfied that it was not the testator's intention to die intestate, to make sense of the will, would read into it the words "my property," presumably unintentionally omitted.

*J. J. Stevens* for plaintiff.

*C. J. Holman* for defendants.

*Harcourt* for infants.

*Practice.*

ROSE, J.]

[May 28.

OBERNIER *v.* ROBERTSON.

*Libel—Notice before action—R.S.O., c. 57, s. 5, s. s. 2—Statement of claim confined to material in notice.*

In an action for an alleged libel contained in a report of a Division Court trial in the defendant's newspaper, a notice specifying the statements complained of in said report was served before action, as required by R.S.O., c. 57, s. 5, s. s. 2. The notice included only certain detached portions of the report. The report, which was lengthy, was set out in full in the statement of claim, and was alleged generally to be libellous. On appeal from the order of the Master in Chambers dismissing the defendant's motion to strike out those portions of the statement of claim not included in the notice served before action, it was

*Held*, reversing the order of the learned Master, that the statement of claim must be confined to the alleged libellous matter set forth in the notice before action.

*E. F. B. Johnston, Q.C.*, for the appeal.

*E. Douglas Armour, Q.C.*, *contra*.

Court of Appeal.]

[May 10.

JONES *v.* MACDONALD.

*Appeal bond—Disallowance of—Refiling of without consent of sureties—Insufficiency of surety—Evidence of—Sworn admissions in another action—Leave to appeal—Merits—Discretion—Interlocutory appeal.*

A bond was filed by the defendant for the purposes of an appeal to the Court of Appeal. Leave to appeal was, however, necessary, and

had not been obtained before filing the bond, which was, therefore, on the 4th April, 1891, disallowed. Leave to appeal was afterwards obtained, and the same bond was on the 18th September, 1891, refiled without the consent of the sureties, and was again disallowed.

*Held*, rightly so; for the sureties might object that the bond had been improperly used by the defendant; and the respondent was entitled to a security free from any objections of that nature.

The plaintiff objected to the bond on the ground of the insufficiency of one of the sureties, and in support of that objection read the sworn statements of such surety in another action.

*Held*, that such statements were admissible against the defendant, who was putting forward the surety as a person of substance.

Leave to appeal was refused on the merits, and also as a matter of discretion where the proposed appeal was upon an interlocutory proceeding in the course of another appeal.

*H. L. Drayton* for the plaintiff.

The defendant in person.

Appointments to Office.

DIVISION COURT CLERKS.

*District of Algoma.*

John McIntosh, of the Town of Sault Ste. Marie, in the District of Algoma, gentleman, to be Clerk of the Fourth Division Court of the said District of Algoma, in the room and stead of M. J. Patterson, resigned.

DIVISION COURT BAILIFFS.

*County of Carleton.*

Charles Vaughan, of the Township of Nepean, in the County of Carleton, to be Bailiff of the Second Division Court of the said County of Carleton, in the room and stead of P. O'Connor, resigned.

*United Counties of Prescott and Russell.*

Napoleon Dupuis, of the Township of South Plantagenet, in the County of Prescott, one of the United Counties of Prescott and Russell, to be Bailiff of the Eighth Division Court of the said United Counties of Prescott and Russell, in the room and stead of Victor Leger.

*County of Victoria.*

Stephen Nevison, of the Village of Fenelon Falls, in the County of Victoria, to be Bailiff of