the ground that the rule, as evidenced by the general understanding and practice of the profession, is that in a case like the present there is a stay of proceedings, which is a desirable and convenient practice, and that the entry of judgment was premature.

The judgment must be set aside with costs to defendant in any event.

CARTWRIGHT, MASTER. NOVEMBER 18TH, 1903.

CHAMBERS.

RE STRATHY WIRE FENCE CO.

Appeal Bond—Form—Irregularity—Obligees—Motion to Set aside—Costs.

Motion by the company and the assignee thereof for the benefit of creditors to set aside an appeal bond filed by the petitioner for a winding-up order on a proposed appeal from the decision of TEETZEL, J., ante 834, refusing the petition.

Grayson Smith, for applicants.

W. J. O'Neail, for petitioner.

THE MASTER.—The grounds of objection are:—1st. That the words "held and firmly" are omitted before the word "bound." I do not give effect to this. Rule 830 (1) says that "the security shall be by bond which may be according to Form 197." I think this is a substantial compliance with the form.

2nd. That the bond says "each of us by himself," instead of "binds" himself. It is said in answer that Form 197 says "by." No doubt this is a misprint continued from the form given in the Rules of 1888 (Form No. 209), and also in the Rules of the Court of Appeal issued 30th March, 1878 (Form A.). The same expression is found in Cassels's Practice of the Supreme Court, as pointed out by Osler, J.A., in Jamieson v. London and Canadian L. and A. Co., 18 P.R. 413, and Young v. Tucker, ib. 449. In the latter case the bond was on this ground alone disallowed. But here the very form given by the Rules is in this respect followed. The bond cannot, therefore, be set aside for this reason. It was contended that, inasmuch as the exact words of Form 197 had not been used, effect should be given to the objection. But I do not think there is any force in the contention.