

Chan. Div.]

NOTES OF CASES.

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covered judgment and execution could only sue in a representative capacity—that is, on behalf of herself and all other creditors. *Longeway v. Mitchell*, 17 Gr. 190; *Turner v. Smith*, 26 Gr. 198; *Colver v. Swagge*, *ib.* 395 and *Morphy v. Wilson*, 27 Gr. 1, considered and followed.

Meredith, for demurrer.

I. Campbell, contra.

Boyd, C.]

[Sept. 29.]

NEEDHAM v. NEEDHAM.

Practice—Ne exeat—Bail.

Where the plaintiff in an alimony suit obtains a writ of arrest, and the defendant gives bail; and a breach of the bond is committed, the plaintiff is entitled to have the amount for which the writ was marked paid into Court to be applied in payment of the alimony and costs: and *semble* that upon such payment the sureties are entitled to be discharged from their bond.

Where under a writ of arrest a caption takes place, the sheriff is entitled to a bond for double the amount marked upon the writ.

Meredith, for plaintiff.

Bayley, for the sureties.

Ferguson, J.)

[Oct. 4.]

GRIFFITH v. GRIFFITH.

Will—Construction of—Vested estate—Dying before age of 21.

The testator expressed a desire "to have retained for my children my property on Yonge-street, and for this purpose I desire that the proceeds of my life insurance be applied in the purchase for my daughters' benefit of the incumbrances of that property. Under any circumstances I desire that all my other lands be sold. * * I desire that the proceeds of my estate and rents of my Yonge St. property be applied * * in the support, maintenance, and education of my two daughters and in paying the incumbrances on the Yonge-street property. After paying the necessary charges, my wish is that the interest of my estate be applied by my trustees in the support of my children. Should one of my said two daughters die, or become a Roman Catholic, her share to go to the other, and

should both die without issue, or become Roman Catholics, then my estate is to go to my sister L. and her heirs. * * I direct that my trustees shall divide the proceeds of my estate equally between my two daughters, allowing each during their minority, or until the marriage of one or other of them, a sum sufficient to maintain and educate them, and after they come of age an equal share of all proceeds to be secured and paid them free from all control of any husband or any other person." There were only these two daughters children of the testator, and both attained the age of 21 years without having become Roman Catholics.

Held, that the interests taken by the daughters were vested, though subject to be divested upon the happening of the events mentioned before twenty-one; and that at that time the shares vested absolutely in them; so that L. took nothing under the will at present.

TRAVIS v. BELL.

Fraudulent conveyance—Costs.

In a suit to set aside a conveyance on the ground of want of consideration, it being alleged that the grantor was bodily and mentally infirm, the evidence showed that the only difference between the grantor and grantee was that the former was an older man than the other. The grantee, however, had given about the full market value of the land conveyed, and to secure part of the purchase money had executed a mortgage thereon. In dismissing the bill the Court [FERGUSON, J.] directed the costs of the defendant to be deducted from the amount due under the mortgage, if the costs were not paid within a month, it being alleged that the plaintiff was worthless.

IN RE WELLAND CANAL ENLARGEMENT:

FITCH v. McRAE.

Valuation—Compensation to owner—Landlord and tenant—37 Vict., ch. 13.

The Government of Canada, having taken the land of the defendant's testator for the purposes of the Welland Canal, paid into Court, under the statute, a sum awarded by the