

January, 1924, instead of 29th or 30th January, 1917, was insufficient under the section referred to, and the plaintiffs, therefore, had no right which they could enforce with respect to imported reprints.

Action dismissed with costs.

BRITTON, J.

NOVEMBER 24TH, 1902

WEEKLY COURT.

RE GRIMSHAW AND GRIMSHAW.

Arbitration and Award—Arbitrators not Taking down Evidence in Writing—Objection not Raised—Findings of Arbitrators—Errors.—Setting aside Award—Costs—Uncertainty.

Application by Delos Grimshaw to set aside an award whereby the arbitrators between the parties found \$145 due from the applicant to Coleman Grimshaw in respect of produce and on other accounts.

BRITTON, J., held, (1) that, as no objection had been made upon the arbitration to the incomplete taking down of the evidence in writing, none was open now; (2) that the arbitrators were clearly wrong in not allowing the applicant \$192.73 received by Coleman Grimshaw from the sale of some hay and oats replevied by him from the applicant; (3) that, upon the evidence so far before them, they were wrong in allowing \$50 for straw in favour of Coleman Grimshaw; and (4) that the award was too vague and uncertain as to costs.

Award set aside and all these matters remitted to the arbitrators for reconsideration; costs of this application (fixed at \$25) to be paid by Coleman Grimshaw.

BOYD, C.

NOVEMBER 24TH, 1902.

WEEKLY COURT.

RE CORBETT AND HARTIN.

Will—Devise—Description of Land—Statute of Frauds—Identifying Land—Restraint on Alienation—Invalidity—Repugnancy.

Application under the Vendors and Purchasers Act. The testator devised the land in question in these terms: "To my brother Patrick all that lot of land in the township of Goulbourn . . . being the east half of lot number 27 in the said township, and to the heirs of his body lawfully