the petition and appointed the Bank of Nova Scotia liquidator, holding that sections 2 & 3 of the act of 1884 applied to banks. The Supreme Court of Nova Scotia affirmed this order. On appeal to the Supreme Court of Canada:

HELD, Strong & Gwynne, JJ., dissenting, that these sections do not apply to banks, but an insolvent bank must be wound up with the same formalities as in the case of a bank not insolvent according to sections 99 to 102 inclusive of the Act of 1884, and three liquidators must be appointed in the manner therein provided.

Henry, Q.C., for the appellants.

Sedgewick, Q.C., and *Borden*, for the respondents.

BRITISH COLUMBIA.]

SEA v. MCLEAN.

Sale of Land—Sale by executors—Powers under Will—Advertisement—Description—Words "more or less"—Breach of trust.

By the terms of the testator's will, executors were empowered to sell so much of the real estate as might be necessary to pay off a mortgage thereon, and any other debts that the personal estate was insufficient to discharge. The executors offered for sale land described in the advertisement as "some 60 acres (more or less) etc., Victoria District." The advertisement stated that the property to be sold adjoined M. Rowland's land and had a frontage on the Burnside Road, and on the road known as "Carey's road."

At the sale, a plan was annexed to the advertisement, showing a lot coloured pink, bounded by the above named roads. The auctioneer stated that the quantity was not known, but would have to be determined by a survey, to be made at the joint expense of vendor and purchaser. The land was offered for sale by the acre, and knocked down to one S. at $36 per acre.

After the sale, a survey was made and the land was found to contain 117 acres. S. claimed the whole quantity and tendered the price and a deed for signature to the executors. They claimed, however, that they only intended to sell 60 acres measured on the side adjoining Rowland's land, and to sell more would be a breach of trust on their part, as they only wanted some $2,000 to pay the mortgage and debts of the estate. S. brought a suit for specific performance.

HELD, (reversing the judgment of the Supreme Court of British Columbia,) Gwynne, J., dissenting, that S. was entitled to the 117 acres.

Robinson, Q.C., and *Eberts* for the appellant.

ONTARIO.]

GRAND TRUNK RAILWAY CO. v. BECKETT.

Railway Co—Negligence—Death caused by Running through town—Contributory negligence—Insurance on life of deceased—Reduction of damages for.

In an action against the G. T. R. Co., for causing the death of the plaintiff's husband by negligence of their servants, it was proved that the accident occurred while the train was passing through the town of Strathroy; that it was going at a rate of over thirty miles an hour, and that no bell was rung or whistle sounded, until a few seconds before the accident.

HELD, (affirming the judgment of the Court of Appeal, 13 Ont. App. R. 174,) that the company was liable in damages.

For the defence, it was shown that the deceased was driving slowly across the track with his head down, and that he did not attempt to look out for the train until shouted to by some persons who saw it approaching, when he whipped up his horses and endeavoured to drive across the track and was killed. As against this there was evidence that there was a curve in the road which would prevent the train being seen, and also that the buildings at the station would interrupt the view. The jury found that there was no contributory negligence.

HELD, per Ritchie, C. J., and Fournier and Henry, JJ., that the finding of the jury should not be disturbed. Strong, Taschereau & Gwynne, JJ., *contra*.

The life of the deceased was insured and on the trial the learned judge deducted the amount of the insurance from the damages assessed. The Divisional Court overruled