

The plaintiff asked for a reference to take the accounts against the estate of the late P. John Nolan. In an ordinary case of this sort, the plaintiff would be entitled, at her own risk, to such reference; but in this case it is quite clear that the plaintiff would gain nothing by having an account of how P. John Nolan expended his wife's money.

The judgment will be without costs payable by the defendant. The plaintiff's costs will be payable out of the money belonging to the estate of Martha Nolan.

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RE BURRIDGE—LENNOX, J.—JULY 24.

*Executors—Power to Sell and Convey Land—Interest of Infants—Approval of Court—Vendors and Purchasers Act.*]—Motion by all parties interested for an order approving of a sale of land in which infants were interested. The Court was asked to treat the application as one under the Vendors and Purchasers Act. The counsel making the application represented all interested parties, including the infant and including the proposed purchasers, the Board of Education of the City of London. It appeared by the affidavits of Patrick Walsh and Thomas C. Knott that it would be decidedly beneficial to the estate that the proposed sale should go through. An excellent price was offered for the property, and it was stated that the money was required for payment off of mortgages upon the estate. LENNOX, J., was of opinion that the testator, by the will under which the vendors derived title as executors, clearly intended that his executors should have power to convey in a case of this kind. He, therefore, declared that the surviving executor and executrix had power to convey the property, and that the Board of Education of the City of London were compelled to accept the title made in this way. J. R. Meredith, for all parties.

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BANCROFT V. MILLIGAN—FALCONBRIDGE, C.J.K.B.—JULY 26.

*Fraudulent Conveyance—Setting aside—Priority of Mortgage—Will—Election—Counterclaim—Costs.*]—Action for a declaration that a conveyance of land by the defendant John C. Milligan to the defendant Maude Milligan was voluntary, fraudulent, and null and void, and that a certain mortgage had