with an option to the tenant to purchase the reversion at any time during the term, devised the property to trustees on trust to sell and pay the income to his wife during her life or widowhood, and after her death or second marriage to divide the trust fund equally between his children who should survive him. The testator died in 1869, leaving his widow and two children. The latter died without issue and unmarried in the lifetime of the widow. The property subject to the lease was not sold, and the tenant had not exercised the option to purchase. The widow continued in the receipt of the rents of the house until 1885, when she died without having married again. The question then arose whether the house passed to her heir or next of kin, and Pearson, J., held that it went to the next of kin as personalty, and that the wife could not be deemed to have elected to take the property as realty by reason of the existence of the tenant's option to purchase, and on this ground he distinguished the case from *Re Gordon*, 6 Chy. D. 531. In doing so he gave expression to a regret that it is not the law that property is always to be taken in the character in which it is actually found at the time when it is to be distributed.

RESTRICTIVE COVENANT—WHAT AMOUNTS TO.

Turning now to the Appeal Cases we find none of them requiring notice here, and we only propose briefly to refer to *Russell* v. *Watts*, 10 App. Cas. 590, not for the purpose of drawing attention to the point decided, but for the sake of extracting an observation of Lord Blackburn on the form and effect of covenants. He says, at p. 611 :—

I take it to be clear that any form of words which, when properly construed with the aid of all that is legitimately admissible to aid in the construction of a written document, indicates an agreement, forms, when under seal, a covenant, and that a covenant may, if it is necessary, in order to carry out the intention, operate as a grant.

As illustrative of the expedition of the English reporters we may say that the report of the appeal of the late rebel Riel to the Privy Council, which was heard in the latter part of October, appears in this number of the Appeal Cases.

This concludes our review of the December number of the *Law Reports*.

REPORTS.

ONTARIO.

COUNTY COURT OF THE COUNTY OF ONTARIO.

RE CREDITORS' RELIEF ACT AND DUNCAN ET AL. V. TURNER; SMITH, Garnishee, and MADELL V. TURNER.

Creditors' Relief Act—Payment to the Sheriff by a debtor of the defendants, and by a garnishee—Moneys in Court.

Held, 1, that a payment into Court, in anticipation of an attaching order, by a party having moneys in his hands belonging to the debtor, was properly made and constituted a levy within the meaning of the Act.

Held, 2, that an order directing the Clerk of a Division Court having moneys in his hands (paid into Court by a garnishee) to pay the same over to the Sheriff was properly made, even if the prior payment to the Sheriff was not sufficient to bring the matters within the scope and meaning of the Act.

The summons to set aside the order having asked costs, and having charged collusion and misconduct against the opposing solicitor and his client and officers of the Court, was discharged with costs.

[Whitby—January, 1886.

On 17th December, 1885, Duncan and Parsons recovered judgment against the defendant, R. H. Turner, in the 5th Division Court of the County of Ontario for $86.04, and against George Smith, the garnishee, in the same action for $87, which the latter paid into Court. On the same day Madell recovered his judgments against Turner, executions upon which were returned *nulla bona*, and these judgments were subsequently made County Court judgments, and writs against goods and lands placed in the Sheriff's hands.

Previous to the recovery of these judgments, Turner had assigned to his father, William Turner, all his book debts and the sum due to him from Smith. William Turner intervened in the garnishee proceedings, claiming the money in Smith's hands as garnishee under his assignment, and the claim was disallowed; it being held that the assignment was void under R. S. O., c. 118.

Mr. Hayes, acting as solicitor for William Turner, collected book debts to the amount of $9.75, and as it had been decided in effect that these moneys were the moneys of the defendant R. H. Turner,