

declaration might be referred to as interpreting it. To decide otherwise would result in there being an intestacy as to a part. Further, "stock" has a recognized meaning as a fund, capital—the money or goods employed in trade"—and the gift of the "stock and trade" therefore included money on deposit with testator's banker. cash in hand, promissory notes, cordwood for dwelling and shop, horses, harness, and vehicles, used in the business not very frequently, but as occasion required. The shop fixtures would pass with the land. The books are to be considered household furniture, although the contrary are to be found. The term is elastic. and may vary according to habits and mode of living. Now everybody has books, and it would be a surprise to find that books were not, though pictures were, household furniture. As to the pecuniary legacies, the will provides that the universal legatee shall "pay" to one of testator's brothers \$100, and continues "also she shall one hundred dollars" to another brother. The legacy is nevertheless well given: Parker v. Tootal, 11 H. L. C. 143. Order accordingly. Costs out of estate.

FALCONBRIDGE, C.J.

TRIAL.

JANUARY 6TH, 1903.

TODD v. TOWN OF MEAFORD.

Railway—Municipal Corporation—Expropriation of Land—Agreement with Land-owner—Construction—Damages—Injury to Prospective Business—Costs.

Action against the town corporation and the Grand Trunk Railway Company to recover damages for injuries sustained by plaintiff by reason of the defendants wrongfully taking certain of plaintiff's lands for the purpose of straightening the Big Head river, thus depriving the plaintiff of the land which he required, or would in the future require, to meet the needs of his expanding business, and injuring him by increasing the difficulties of access and in other ways. The plaintiff had agreed to sell his land to the defendant railway company and to allow them to take immediate possession, without prejudice to him, and subject to the further stipulation that the acceptance of \$400 from the company was to be without prejudice to the plaintiff's claim for damages "by flooding (if any) owing to the diversion of the Big Head river."

E. E. A. DuVernet and Grayson Smith, for plaintiff.

R. C. Clute, K.C., and J. S. Wilson, Meaford, for defendants the town corporation.

G. F. Shepley, K.C., and W. H. Biggar, K.C., for defendants the railway company.