

*Held*, that, the widow only took the policies subject to the payment of the debts, etc.

*A. Weir*, for executors. *Middleton*, for creditors. *C. A. Moss*, for widow.

Anglin, J.] RE BRAIN. [Oct. 26, 1904.

*Will—Brewery business—No express authority to carry on—Authority to do so refused.*

Where under a will no express power was given to carry on the deceased's business—a brewery business—an order will not be made authorizing the carrying on of the same by the personal representatives, but they were given a discretionary power, either to sell the chattel property with a lease of the brewery, or to sell the business as a going concern with a lease of the premises until the date fixed for distribution, with an agreement for sale if deemed advisable, but subject to the approval of the beneficiaries, on an infant beneficiary attaining her majority.

*Justin*, for executors. *W. S. Morphy*, for defendant J. C. F. Brain. *Harcourt*, for infant.

Britton, J.] BELLEISLE v. TOWN OF HAWKESBURY. [Oct. 27, 1904.

*Municipal law—Construction and repair of sidewalk—Incomplete state—Plaintiff's knowledge of—Injury to—Misadventure.*

The defendants were taking up an old board sidewalk and putting down a new one on one of their streets, and had completed the work up to a point somewhere in front of plaintiff's shop when the men were taken away to perform some urgent work in another part of the town, and were away part of a Saturday and the whole of the following Monday. Plaintiff, who was aware of what was being done, and the uncompleted state in which the work was left, drove up in a cart with goods for his store, and in alighting slipped off the unfinished end of the sidewalk and was injured.

*Held*, that the defendants, as far as they had constructed the walk, did so in a proper manner and were complying with a statute in improving the condition of the street; that they were not negligent; that the walk was not, at the time the accident happened, unsafe for persons lawfully using it or going upon it; that it was not dangerous or a trap to persons having ordinary eyesight; that there was no duty on the defendants to put up barriers to prevent persons walking across it; that as the plain-