

the gift of the share of interest of a child dying without issue to the "surviving children" at the time of the payment would not be consistent with the intention of bounty to the grandchildren or the directions to pay the shares among the children share and share alike and to pay the share of a child leaving issue to his children.

2. How is Sidney's share of the corpus to be divided? There is an intestacy as to Sidney's share, the children of each child being the only beneficiaries of the corpus.

3. May the estate now be divided? Except as to Sidney's share, which must be retained until the death of the last surviving named child in order that Peter's children may share in the income therefrom, there is no reason why their proper shares of their parent's shares may not be paid to such of the grandchildren as are of full age.

Order to go upon any of the questions submitted. Costs of all parties out of the fund, those of the executors as between solicitor and client.

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C. A.

DECEMBER 24TH, 1902.

MURPHY v. LAKE ERIE AND DETROIT RIVER  
R. W. CO.

*Contract—Construction—Removal of Timber—Injunction—Refusal—  
Appeal—Court Expressing no Opinion on Merits—Affirmance of  
Refusal.*

Appeal by plaintiffs from order of LOUNT, J., in the Weekly Court, dismissing the plaintiffs' motion for an interim injunction to restrain the defendants from removing from Great Duck Island in Lake Huron, owned by plaintiffs, certain timber cut by defendants prior to 1st January, 1902. LOUNT, J., held that upon the true construction of the agreement between plaintiffs and defendants the cedar timber cut by the defendants before 1st January, 1902, but not removed at that date, belonged to defendants and might now be removed, notwithstanding the express provision for removal prior to 1st January, 1902, contained in the agreement.

F. A. Anglin, K.C., for the appellants, contended that, on the true interpretation of the offers contained in the letters of the plaintiff Murphy of 19th January, 1899, and 15th September, 1899, addressed to defendants, and by them accepted, the words "to be cut and removed . . . until 1st January, 1902," were words limiting and defining the quantity of