

the judgment of Magee, J., in *Re Manuel* (1906), 12 O.L.R. 286, it should be determined that the legal effect and meaning of "full dower rights in all my property" is to make a gift or endowment to the widow of one-third of the whole estate absolutely—the remainder of the estate to be distributed equally among all the children. Order declaring accordingly. Costs out of the estate. R. S. Colter, for the applicants. J. H. Spence, for the widow. W. T. Robb, for the adult beneficiaries. F. W. Harcourt, K.C., for an infant.

RE HICKS AND PRINGLE—FALCONBRIDGE, C.J.K.B.—MARCH 19.

Contract—Partnership Articles—Clause Providing against Resort to Courts—Penalty—Void Provision—Rights of Representatives of Deceased Partner.]—Motion by W. R. Hicks, upon originating notice under Rules 604 and 605, for a declaration and determination of his rights under para. 20 of the articles of a partnership. The motion was heard in the Weekly Court at Toronto. The learned Chief Justice, in a written judgment, said that the provisions of para. 20 were void as being an agreement which ousted the jurisdiction of the Court: Halsbury's Laws of England, vol. 7, para. 828, p. 399; *Scott v. Avery* (1856), 5 H.L.C. 811. But, if it were not so, those provisions would not bind the persons representing the estate or interest of William A. Pringle, deceased; they were not partners and were not named in the covenant. An action or proceeding might, therefore, be maintained by the representatives of William A. Pringle for the winding-up of the partnership or for such other relief as they might be advised to seek, without incurring the penalty provided in the articles. Order declaring accordingly. Costs of this motion to be costs in the cause or proceeding. H. S. White, for the applicant. W. C. Mikel, K.C., for the representatives of the deceased Pringle.

MALCOLM V. DICKIE—MIDDLETON, J.—MARCH 22.

Promissory Note—Action on—Gift of Money to Daughter—Note of Son-in-law Held by Payee as Trustee for Daughter—No Debt Due by Maker of Note.]—Action by the executor of the will of the defendant's deceased father-in-law to recover \$1,500, the amount of a promissory note made by the defendant payable to the order of the deceased. The action was tried without a jury