

but he was not then found. No one had ever heard of his marrying. No claim was made on his behalf upon the estate.

*Held*, that the advertisement was sufficient; that it covered next of kin; and that the absentee would be barred if he were hereafter to make any claim; and therefore the administrators should divide the assets amongst those entitled as though the absentee were assuredly dead without ever having had issue.

*Horace Pratt*, for the applicants, administrators.

Riddell, J.]

[June 25.

RE CANADIAN PACIFIC RY. CO. AND BYRNE.

*Railway—Lands required for—Infant remainderman—Tenant for life—Order authorizing conveyance—Costs.*

Where a widow was entitled to a life estate in certain lands and her infant children to the remainder in fee, and she had made an agreement with a railway company to sell them such part of the lands as they required for their right of way, at a reasonable price approved by the official guardian on behalf of the infants, an order was made by a judge under s. 184 of the Railway Act, R.S.C. 1906, c. 37, giving her power to sell the lands and the rights of the infants therein, which power, joined to her legal power as tenant for life, would enable her to sell and convey the fee; the purchase money to be paid into Court, and the company to pay the costs.

*Re Dolson* (1889), 13 P. R. 34, followed, the sections of the Act as it now stands being substantially the same as in the Act of 1888.

*A. D. Armour*, for widow and company. *F. W. Harcourt*, for infants.

Divisional Court.]

HOUSE v. BROWN.

[July 11.

*Contract—Incomplete—Price payable by instalments—Deferred payments—Not settled and ascertained—Breach—Damages.*

Plaintiff by agreement in writing, sold to defendant a machine to be paid for, part in cash and part in instalments for which notes were to be arranged and given after the machine was found satisfactory. The machine was delivered and after trial by the defendant returned as unsatisfactory. In an action for