

If the life estate now vested in Catherine Ann was not enlarged by para. 11, there was an intestacy as to the estate remaining upon the determination of her life interest; and it was urged by counsel for the next of kin that, as both the daughters did not survive their brother James, para. 11 did not enlarge the life estate of the survivor.

The learned Judge said that it was settled law that an estate limited in terms to commence in a certain specified event fails unless that event happens: *Holmes v. Cradock* (1797), 3 Ves. 317; *Theobald on Wills*, 6th ed., p. 553; *Jarman on Wills*, 5th ed., p. 778. But to "predecease . . . Martha and Catherine Ann" simply meant "die before Martha and Catherine Ann die." It expresses the relationship of the time of his death with the times of the death of both his sisters. As he died before they died—one still lives—the devise in para. 11 became operative; and, in the other existing contingencies, conferred upon Catherine Ann an estate in fee simple in lot 24, in which estate her life estate was merged.

Judgment accordingly. Costs of all parties out of the estate.

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RE ELMIRA INTERIOR WOODWORKING CO.—BRITTON, J., IN CHAMBERS—FEB. 29.

*Company—Winding-up—Compulsory Order under Dominion Act—Insolvency—Discretion—Claims of Creditors.*]—Motion by the Quincy Adams Lumber Company for an order under the Dominion Winding-up Act for the winding-up of the Elmira Interior Woodworking Company. BRITTON, J., said that the only question was, whether the applicant had sufficiently established the insolvency of the Elmira company. If that was established (and the learned Judge thought it was), the applicant was, in the circumstances, entitled to the winding-up order. No doubt the Judge has a discretion; but that discretion should not be exercised against a creditor whose claim may be placed in a worse position than that of other creditors. In a voluntary winding-up, claims may be made preferential that are not strictly entitled to preference or priority. Order made for the winding-up of the company, and appointing Geoffrey T. Clarkson interim liquidator. Reference to the Master in Ordinary. W. Laidlaw, K.C., for the applicant company. J. C. Haight, for the respondent company.