

to a conveyance by William Henry McDonagh was not necessary, and that, upon the sale by him of lands devised to him, they did not, by virtue of the forfeiture clause, become revested in the trustees under the will of John.

The executrix of John's will accepted probate with knowledge that her co-executors were renouncing. She could get an increased remuneration only by application before accepting probate or by bargaining with the beneficiaries: *Williams v. Roy* (1885), 9 O.R. 534.

In regard to the clause in John's will directing the disposition of the residue among certain nieces of his wife and nephews and nieces of his own, it should be declared that the gifts vested in the beneficiaries on the death of John, and if any of them had died in the lifetime of Mary Ann their personal representatives took on her death.

Costs of all parties out of the estate.

ORDE, J.

APRIL 23RD, 1920.

***COMMERCIAL FINANCE CORPORATION LIMITED v.
STRATFORD.**

Bailment—Sale of Motor-car—Conditional Sale—Agreement Filed pursuant to Conditional Sales Act—Property Remaining in Vendors until Full Payment—Possession and User by Purchaser—Agreement of Purchaser to Make Repairs and Keep Car Free from Lien—Right of Vendors to Repossession upon Default—Injury to Car—Liability of Purchaser for Necessary Repairs—Lien of Repairer—Default in Payment of Instalments of Purchase-price—Right of Repairer to Maintain Lien as against Vendors—Implied Authority of Bailee to Subject Vehicle to Lien, notwithstanding Express Agreement to Keep Free.

Action to recover possession of a motor-car, the property of the plaintiffs, upon which the defendant claimed a lien for repairs. The defendant counterclaimed for a declaration of his right to the lien.

The action and counterclaim were tried without a jury at a Toronto sittings.

F. J. Hughes, for the plaintiffs.

H. C. Moore, for the defendant.

* ORDE, J., in a written judgment, said that on the 10th October, 1919, the plaintiffs the Premier Motor Sales Limited entered into