

sale or sales, shall bear interest at the rate aforesaid, and shall be compounded half-yearly, a rest being made on the said first day of November and May in each year until all arrears of principal and interest and such other sums are paid, and that we will pay the same and every part thereof."

Held, that all moneys expended by the mortgagees for any of the matters above set forth, both before and after maturity of the principal money carried compound interest until repayment.

Further, that the principle laid down in *Popple v. Sylvester* (1882) 22 Ch. D. 98, applied; and that the case of *Imperial Trusts Co. v. New York Security and Trusts Co.*, 10 O.L.R. 289, was not applicable, as in that case there was no corresponding covenant.

Kappelle, K.C., Cunningham and Russell Snow, K.C., for various parties.

Teetzel, J.]

RE DOWLING.

[Dec. 3, 1909.

Infant—Money improperly paid into court—Paying out.

Application by the father of an infant for payment of money out of court standing to the credit of the infant. The money was paid in under the direction of a Surrogate judge upon the passing of the accounts of the executors of the will of the deceased testator. The bequest was of \$500 to the infant, "to be kept out at interest until he becomes of age—I devise William James Dowling to be paid the \$500 willed to his son, William Loyal, above, and he to be his guardian and to keep this money at interest as above mentioned."

Held, that this money was improperly paid into court. It should have been paid directly to the father of the infant pursuant to the terms of the will, and should be at once paid out to him, notwithstanding the general rule that money in court belonging to infants will not be paid out (except for their maintenance) until they have attained their majority.

J. T. White, for applicant. *J. R. Meredith*, for infant.

Falconbridge, C.J.K.B., Teetzel, J., Riddell, J.]

[Dec. 4, 1909.

RYAN v. MCINTOSH.

Negligence—Horse left unattended on highway running away and causing injury—Trial by judge without a jury.

The action was for damages for injuries sustained by the plaintiffs by reason of defendants leaving their horses unattended