

Taking this basis of fact as well established, it appears evident that the bestowment of this property before the death was not such a voluntary disposition or transfer by the intestate as is specified in the Act. Full value of money's worth was given for all that was received. The whole country-side knew of the agreement, and the neighbours proved that her work and services were worth more than all she got under the arrangement.

Therefore on the facts I find that the property was transferred for a consideration substantially equivalent in money's worth to its value. And on the other aspect of the case I find that there was at the death of the intestate a debt due by him to his niece in respect of work and services in the house and on the farm as a nurse exceeding \$6,000 bona fide incurred.

This sum, say \$6,000, should be deducted from the aggregate value of the estate, and so it results that Brown's estate is not within the Act.

I have not overlooked the argument that this case falls within sec. 4 (d) of the Revised Statutes, ch. 24, but that provision is addressed to another sort of property which passes by survivorship, i.e., joint tenancies created by the deceased when absolutely entitled to the whole. That does not fit this case. It is also to be distinguished from this when the property in question does not pass or accrue by survivorship, i.e., by operation of law, having regard to the nature of the estate or interest in the property, but is the subject of an express agreement which takes effect at the death as part of the contract. The right does not arise because of the death, but by virtue of the prior agreement between the parties, upon which their whole course of action was based for 36 years.

The action should be dismissed with costs.

BOYD, C.

JANUARY 12TH, 1903.

WEEKLY COURT.

SMALL v. AMERICAN FEDERATION OF MUSICIANS.

Trade Union — Interference between Master and Servant — Interim Injunction — Balance of Convenience

Motion by plaintiff to continue interim injunction restraining defendants from persuading the members of the orchestra of plaintiff's theatre at London to refuse to play for plaintiff. The defendants were a large organization with headquarters in the United States. London was included in their 9th district, of which one Carey, of Toronto, was the chief executive officer. He informed plaintiff that unless