

and maintaining its machine shops within the city limits did so erect and maintain them for some years until it amalgamated with and lost its identity in another company.

The amalgamated company was afterwards leased in perpetuity to a much larger and more extensive railway company, who removed the shops outside the city limits.

Held, that although all engagements and agreements made by the first-mentioned company were preserved by the legislation effecting the amalgamation and leasing, the acquisition in perpetuity by the larger company of the smaller, under the authority of Parliament, imposed new relations upon the amalgamated road which worked a change in the policy as to the site and size of the machine shops, and that the engagement was satisfied by their maintenance of the said shops by the smaller company during its independent existence.

C. Robinson, Q.C., for the plaintiffs.

E. Blake, Q.C., and *A. M. Grier* for the defendants.

BOYD, C.]

[June 15.]

JENNINGS *v.* WILLES.

Mechanics' Lien Act—"Payments"—*R.S.O.*, c. 126, s. 9.

Held, the word "payments" in section 9 of the *Mechanics' Lien Act*, *R.S.O.*, c. 126, is intended to cover payments made by the owner at the instance or by the direction of the contractor to those who supply materials to him as in this case. So, in like manner, "payment" may well extend to the case of payment by the giving of a bill or promissory note, as was done at the instance of the contractor to the other material men in this case.

D. M. Robertson for the plaintiff.

R. McKay for the defendant Wylie.

F. E. Hodgins for the defendants Harris & Co.

Kilmer for the defendants The Christie Lime and Stone Co.

FERGUSON, J.]

[June 16.]

JUDGE ET AL. *v.* SPLANN ET AL.

Will—*Devise*—*Right to remain and live on "place" while unmarried*—*Interest in*—*Use of*.

A testator by his will devised as follows: "I will, devise, and bequeath to my wife S.J.

all my real and personal property during her natural life, and that my daughter S.J. shall remain and live on said place as long as she remains unmarried." The only real estate or "place" the testator owned was his farm, on which his widow remained with the daughter until her (the widow's) death.

Held, that the daughter had the right, after her mother's death, to live on the property as long as she remained unmarried, and that she had an estate in and was entitled to the use of it, as she might choose to use it, for that period.

Standish for the plaintiffs.

A. Cassels for testator's family.

Justin for purchasers.

Common Pleas Division.

Div'l Court.]

[Feb. 27.]

MASURET *v.* STEWART.

Fraudulent sale of goods—*Intent to defeat creditors*—*Knowledge of insolvency*—*Direction to pay proceeds into court*.

Where a sale of a whole stock in trade was made by S. to L. and by L. to C. with knowledge of S.'s insolvency, and being in substance a sale by S. to C. with the object of defeating S.'s creditors, L. merely holding the monies the proceeds of the sale for S. and thus for his creditors, the monies were directed to be paid into court for distribution amongst the creditors.

Gibbons, Q.C., for the plaintiff.

W. R. Meredith, Q.C., *contra*.

GALT, C.J.]

[March 25.]

ADAMSON *v.* TOWNSHIP OF ETOBICOKE.

Municipal law—*Bonus to street railway in portion of township*—*Petition for by assessed owners*—*Assent of two-fifths of ratepayers*.

Under s. 36 of the *Municipal Amendment Act*, 1891, 34 Vict., c. 42 (O.), the persons who may petition the council of a township, etc., for granting a bonus to a street railway within a defined portion of the township must be the assessed owners of the lands within such portion to the value of at least one-half thereof; but the by-law therefor must be voted on and assented to by a majority of the ratepayers actually voting, and not of those entitled to vote thereon.

H. S. Osler for the applicant.

Fullerton, Q.C., and *W. Pinkerton*, *contra*.