

Court, delivered by BOYD, C., 13 O.L.R. 540. MEREDITH, J.A., dissenting.

*Wallace Nesbitt, K.C., and N. W. Rowell, K.C., for defendants. Gibbons, K.C., for plaintiffs.*

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HIGH COURT OF JUSTICE.

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Clute, J.]

RE WILKIN.

[Feb. 24.]

*Will—Gift to two named daughters—Subsequent provision in case of dying without issue—Death in testator's lifetime.*

A testator, after leaving the residue of his estate to be equally divided amongst his four daughters, C., M., A. and H., directed that if C. and M. should "die without leaving a child or children" his executors should pay annually the interest accruing on the money bequeathed to them to his son B. during his lifetime, and after his son's death the principal should be equally divided amongst all the living children of his two other daughters, M. and H., or attaining their majority.

*Held*, that the words "die without leaving a child or children" meant in the testator's lifetime; and that therefore, the said two daughters C. and M., who survived the testator, took the shares bequeathed to them absolutely.

*Suabey*, for executors. *M. C. Cameron*, for official guardian.

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Falconbridge, C.J.K.B.]

[March 23.]

RE VICTOR VARNISH CO.

CLARE'S CLAIM.

*Banks—Security on stock of trading company—Guarantor paying company's debt—Assignment of security to him by bank—Rights of assignee—Winding-up.*

Winding-up application. Appeal by the liquidator from the finding of the Master in Ordinary. The company was indebted to the Bank of Hamilton and as security for this debt held a guarantee executed by Clare and others. Subsequently the company gave to the bank a demand note for the debt which was secured by an assignment of the company's stock in trade, under section 74 of the Bank Act, 1890 (now R.S.C. 1906, c. 29, s. 28). Clare paid the bank the amount of the debt and the bank