

the approval of the electors, the council may still reject the by-law, and are not bound to pass it.

Decision of BRITTON, J., affirmed.

Haverson, K.C., for applicant. Masten, for township corporation.

Boyd, C.]

IN RE SMITH.

[Sept. 22.

*Wills—Constitution—Gift of entirety followed, by inaccurate enumeration of particulars—"All my real estate composed of, etc."*

The rule of construction that the entirety which has been expressly and definitely given shall not be prejudiced by an imperfect and inaccurate enumeration of the particulars of the specific gift, is applicable to testamentary dispositions whether of land or personal property by virtue of the Wills Act and the Devolution of Estates Act; and so applied in this case, when the testator devised "all my real estate, being composed of," etc., and proceeded to mention a lot which was an accurate designation of the estate at the date of the will, but not at the date of the death.

Hutchison, K.C., for the executor. Raney, J. E. Jones and M. C. Cameron, for other parties.

Street, J.]

GIBSON v. LE TEMPS PUBLISHING CO.

[Sept. 29.

*Lien of solicitor on money paid into Court as security for costs—Priority of execution creditor—Stop order.*

Money paid into Court by a plaintiff in an action, as security for costs is not property "recovered or preserved" by the solicitor for the plaintiff within the meaning of Con. Rule 1129, on which the solicitor's lien for costs will attach as against an execution creditor who has obtained a stop order.

W. H. Barry for applicant. D. J. McDougal, for solicitors.

Britton, J.]

ROYAL TRUST CO. v. MILLIGAN.

[Oct. 10.

*Arbitration—Partnership—Nomination of arbitrator to adjust accounts—Staying action.*

A partnership agreement contained a provision by which the parties thereto nominated and appointed a named person "as sole and final arbitrator in case of the death of either of the partners before the expiration of the said contract to finally adjust and settle all matters between the survivor and the personal representatives of the deceased partner within such time and on such conditions as he may see fit."