

BOYD, C.]

[Sept. 29.]

RE DOUGLAS.

KINSEY v. DOUGLAS.

Will—Gift contained in direction to pay—Postponement of enjoyment—Time of vesting.

A testator by his will directed that his estate should be divided upon his youngest child attaining the age of 21 years, the income of the estate in the meantime to be paid to the wife for the benefit of herself and the children. The only gift was contained in the direction to pay and divide upon the arrival of the period of distribution.

Held, that the gifts vested prior to the enjoyment of the corpus of the estate, which was only postponed in order to provide for the maintenance of the family.

Held, also, that the gift vested in each child upon attaining the age of 21, and that no child who did not attain 21 was intended to take a share of the corpus.

W. A. G. Bell for plaintiff and defendant Coffee (a sister's representative).

H. S. Osler for the two sons.

ROBERTSON, J.]

[Nov. 16.]

RE THE TRUSTS CORPORATION OF ONTARIO
AND MEDLAND ET AL.

Vendor and purchaser—Lands vested in trustee—Execution against cestui que trust—Title.

Lands were conveyed to and held in the name of B., at the instance and for the benefit of A., but without any disclosed trust. Writs of *fi. fa.* lands against A. were placed in the sheriff's hands before his death, but after the conveyance to B. After the death of A. his administrators sold the lands, and offered the purchaser a deed from themselves and one from B.

On an application under the Vendors and Purchasers Act, it was

Held, that the purchaser was not bound to carry out the sale unless the writs of *fi. fa.* were removed or released.

D. Saunders for the petitioner, the purchaser.

W. D. Gwynne, contra, for the vendors.

RE VANSICKLE AND MOORE.

Vendor and purchaser—Conveyance to trustees—Power to sell—Power to mortgage implied.

On an application under the Vendors and Purchasers Act, it was shown that the equity of redemption in property in question had been conveyed to trustees to sell and convey, and apply the proceeds on certain notes given to creditors; that foreclosure proceedings had been taken on a prior mortgage, and the time for redemption had nearly expired. To try to save the estate the trustees mortgaged it, and with the proceeds succeeded in staying the foreclosure, getting further time. Subsequently the mortgage made by the trustees was foreclosed. When the mortgagee attempted to make title through the latter mortgage and foreclosure, it was objected that the trustees had no power to mortgage.

Held, that under the circumstances the trustees were justified in mortgaging, and that in order to save the estate it was right for them to do so, and that the vendor could make title.

F. A. Eddis for the purchaser.

A. Elliot for the vendor.

BOYD, C.]

[Nov. 24.]

RE RATHBONE & WHITE.

Vendor and purchaser—Conveyance by all parties interested during life of life tenant—Title—R.S.O., c. 112.

A testator devised his lands to executors and trustees to rent and pay the amount received to his widow for life, and after her death to sell and divide the proceeds between two sons. One of the sons sold and conveyed all his interest to his brother's wife. During the lifetime of the widow the trustees, the widow and the remaining son and his wife all being *int. juris*, conveyed all their interests to a purchaser.

Held, that the grantee claiming through that conveyance could make a good title.

F. E. Hodgins for the vendor, petitioner.

T. C. Thompson for the purchaser.