

claim thereto in exercise of his marital right, having borrowed it only, which was established by the testimony of the wife's mother, there was no reduction into possession by the husband of the money. (2) And as to the £2,800 the *onus* was upon the plaintiff to establish a gift to the husband by the wife, which he failed to do: on the contrary, the evidence showed it to have been a loan.

When W. incurred the liability for C., he was in affluent circumstances, and continued to be so for a year after the conveyance impeached in this suit; after which period the liability to the plaintiff was incurred:

Held, that the plaintiff was not, in respect of his own claim, in a position to impeach the conveyance, and could not be in a better position than the prior creditors, who clearly could not have avoided the transaction as the settlement was made when the settlor, in a pecuniary point of view, was well able to make it.

MacLennan, Q.C., for plaintiff.

Benson, Q.C., for defendant.

CHANCERY CHAMBERS.

Boyd, C.]

[May 31.

TRAVISS V. BELL.

Production—Lunatic plaintiff.

Where a person of unsound mind, not so found, sues by a next friend the usual præcipe order to produce is sufficiently obeyed by the affidavit of the next friend, and if the defendant is willing to accept the next friend's affidavit, he is bound to make it.

Ewart, for plaintiff.

H. Cassels, for defendant.

Ferguson, V. C.]

[June 16th

MACDONALD V. WORTHINGTON.

Appeal from decree—Money in court—Interest on—Security for.

A decree was made which, among other things, directed the payment out to the defendant, of a large sum of money, paid into court pending the suit. The plaintiff appealed from the decree, and, under an order allowing him to do so, paid into court four hundred dollars as security for the cost of appeal. Subsequently an order was made that, upon the

plaintiff's furnishing security to the amount of two hundred dollars, for the difference between court interest and the legal rate, the proceedings be stayed so far as the order for payment out of the money in court was concerned. From this order the plaintiff appealed.

Held, affirming the decision of the Referee, that he had power, on making the order, to impose such a condition; and that inasmuch as the money remained in court for the plaintiff's own protection, it was not unreasonable that such security should be given.

A. M. Macdonald, for plaintiff.

H. Cassels, for defendant.

Boyd, C.]

[June 22.

FULLER V. MACLEAN.

Report—Long vacation—Notice.

Held, affirming the order of the Referee that a Report made during the long vacation in contravention of G. O., 425 is, as against a party who has had no notice of the proceedings, null and void.

Boyd, C.]

[June 22.

RE IDINGTON V. MICKLE.

Costs—Solicitor—Taxation—R. S. O. ch. 140.

A bill between solicitor and client will not be referred to the Master in ordinary for taxation against the provisions of R. S. O., ch. 140 sec. 33, which enacts that it shall be referred to the proper officer in the Co., in which any of the business charged for was done. Upon payment of all costs of application to date, the solicitors to be at liberty to amend their bill.

H. Cassels, for the motion.

Hoyles, contra.

Proudfoot, V. C.]

RE COLTON.

FISHER V. COLTON.

Administration—Suretyship—Executor de son tort—Practice.

It is competent to the Court on a proper case being made, to appoint a personal representative to an estate (or to dispense with one altogether) and then to direct the administration of the estate.