

sustained by her. He further attempted to justify his failure to assist by the fact that other ships were not far off; but it was shown that these ships were at anchor and idle.

*Held*, that the circumstances disclosed no reasonable excuse for failure to assist on the part of the C., and that the consequences of the collision were due to her default.

*Held*, also, that the C was in fault under Art. 16 of s. 2 of the Navigation Act for not keeping out of the way of the J., the latter being on the starboard side of the C. while they were crossing.

*Polby*, Q.C., for the plaintiffs.

*E. V. Rodwell* and *P. Æ. Irving* for the defendants.

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SUPREME COURT OF JUDICATURE FOR ONTARIO.

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HIGH COURT OF JUSTICE.

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Chancery Division.

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BOYD, C.]

[Oct. 13.

RE SUN LITHOGRAPHING CO.

*Winding-up Act—R.S.C., c. 129—Compromise—Dissentient—Minority—Liquidator's approval—Non-enforcement of.*

There is no power given by the Winding-up Act, R.S.C., c. 129, to enforce a compromise upon dissentient minorities of creditors, or to compel a liquidator to consent to a compromise, and, even where a compromise is recommended by a liquidator, it may be frustrated by an opposing minority.

*Arnoldi*, Q.C., for creditors appealing.

*J. R. Po.* for other creditors, not opposing.

*Kilmer*, *contra*.

BOYD, C.]

[Oct. 11.

COATSWORTH ET AL. v. CARSON ET AL.

*Will—Devise—Conversion—Blended fund—"My own right heirs."*

A testator by his will directed "That my trustees shall . . . sell all my estate, real and personal, and divide the same equally among my own right heirs who may prove . . . their relationship," etc.

*Held*, that the conversion directed created a blended fund derived from the realty and personalty, and following *Smith v. Butcher*, 10 Ch.D. 113 (where the meaning of "lawful heir" was held to be a literal one, and not as descriptive of the next of kin), that the words here, "My own right heirs," signified