

clause: "At the death of my wife, I give and bequeath to my son William Cook my farm, lot ten . . . subject to the following legacies: (a) to my daughter Sarah, . . . one hundred dollars to be paid one year after the death of my wife; (b) to my daughters Mary Ann, Emma, and Charlotte, each one-fifth of the valuation of my farm lot ten as aforesaid, after the deduction of one hundred dollars to be paid to my daughter Sarah as aforesaid, and to be paid in four equal annual payments, the first of which shall be made one year after the death of my wife." The said Charlotte Cook, who had in the meantime married one Herbert W. Steeles, died in or about the year 1892, and the widow of the deceased testator, Eliza Cook, died in or about the month of December, 1906. Judgment (after stating the facts as above): The opinion of the Court is asked as to whether the interest of Charlotte Cook (Steeles) was a vested one under the terms of said will, or whether, in order to be entitled to the legacy in her favour therein mentioned, it was necessary that she should survive her mother. It seems to me, that the case of *Town v. Borden* (1882), 1 O.R. 327, is in point, and that Charlotte Cook took a vested interest. There is nothing to indicate in the will any intention that should any of the legatees mentioned in the clause in question die before the mother, her share should go to a survivor. I think, therefore, under the will, I must hold that Charlotte (Steeles) took a vested interest, and that her representatives are entitled to the legacy she would have claimed had she survived. The costs of all parties will be out of the estate." M. Grant, for the executors. W. Proudfoot, K.C., for representatives of Charlotte Cook. C. W. Plaxton, for the other beneficiaries.

METAL SHINGLE CO. v. ANDERSON—MASTER IN CHAMBERS—
APRIL 10.

Action in County Court—Motion to Transfer to Another County—Condition that Defendants Should Admit Right of Action Against Co-defendant—Costs.]—Motion by defendants for an order transferring the action from the County Court of Waterloo to the County Court of Essex. The defendants reside at Leamington in the latter county, and on their real grounds of defence, all the evidence will be there. Their statement of defence, however, denies certain allegations in the statement of claim, as to the sale and delivering of the goods in ques-