

with the ordinary claim between debtor and creditor, by the explicit language of sec. 185.

Appeal dismissed with costs to be paid by primary debtor and garnishees.

*E. D. Armour*, Q.C., for primary debtor.

*Totten*, Q.C., for garnishees.

*Tytler* for primary creditor.

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*Chancery Division.*

BOYD, C.]

[Dec. 11, 1895.

LEE v. LEE.

*Alimony—Recovery of judgment therefor—Default in payment of—Subsequent judgment therefor in County Court—Validity of order for sale of husband's lands.*

Where, after the recovery for judgment in an alimony action, directing payment to the wife of a yearly sum in quarterly instalments, the wife, on default being made in payment of two of the quarterly instalments, brought an action therefor in the County Court and recovered judgment, she was, notwithstanding, held entitled to the usual order for the sale of the husband's lands, etc., for the realization of the alimony.

*Semble*, that the judgment recovered in the County Court was a nullity.

*F. E. Hodgins*, for the plaintiff.

*Treemaine*, for the defendant.

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*Common Pleas Division.*

BOYD, C.]

[Dec. 12, 1895.

TAYLOR v. HOPKINS.

*Will—Estate in fee—Disposal during coverture—Effect of.*

The testatrix, by the residuary clause of her will, gave her executors and trustees the residue of her real and personal estate in trust. Firstly, to sell and dispose of such portions thereof as they should deem necessary to carry out the provisions of the will, paying legacies and bequests, debts and funeral expenses. Secondly, to divide the residue equally between her seven children, naming them, share and share alike, and directing that advances made to the children should be taken as part of their shares, and that the surviving issue of deceased children to inherit his or her parents' share. Full power was given to the executors and trustees to select and apportion the children's shares. It then provided that the daughters' shares, when paid over to them, should be held and enjoyed by them, free from their husbands' control, and from their debts and engagements, with full power, notwithstanding coverture, and without their husbands' concurrence, to deal and dispose of their shares or any part thereof, during their lifetime, in such manner and for such purposes as by any deed or deeds, writing or writings, with or without the power of revocation, to be sold and delivered in the presence of, and attested by, two or more witnesses. The executors and trustees were then directed, as soon after