When having first granted such timber and rights to the plaintiff's assignor, the defendant five years after sold the timber to W., who forthwith proceeded to cut the same,

Held, that the defendant was responsible to the plaintiff in damages, and per FERGUSON, J. that he would have been so, even if the timber sold were chatteled property, for the act of the defendant in selling to W., would in that case amount to a conversion of the property.

J. A. McCarthy, for the plaintiff.

Lount, Q.C., for the defendant.

BOYD, C.] March 25.

Re METCALFE.

Canada Temperance Act—Repeal—Indian Reserve—Indian electors—Prohibition.

Held, on motion for prohibition against the returning officer, that Indian electors resident in the township of Tuscarora, an Indian Reserve, were not competent to vote in the matter of the repeal of the Canada Temperance Act in that county.

Marsh, for the applicant.

Martin for the returning officer.

Irving, Q.C., for the Attorney-General.

FERGUSON.] [April 2.

THE TORONTO GENERAL TRUSTS COMPANY *v.* SEWELL.

Life insurance—Policy effected before marriage—Endorsement in favor of wife after marriage—Who entitled—Administrator or wife—R. S. O. c. 136.

C. B., husband of the defendant, had before his marriage effected three policies of insurance upon his life. After his marriage he endorsed declarations on each of them that all advantage to arise therefrom should be and accrue for the benefit of his wife, but did not sign the same and handed the policies to his wife.

After his death the plaintiffs as administrators of his estate and his wife both claimed the proceeds of the policies. In an inter-pleader issue in which the plaintiffs contended that as the policies were contracts made in the Province of Quebec the law of that Province governed them, and the defendant was not entitled because she could not show that any statute existed in that province similar to the one in Ontario, R. S. O., c. 136, sec. 5, respecting such endorsements on policies,

Held, following *Lee* v. *Abdy*, 17 Q. B. D., 309, that the plaintiffs could not succeed on that contention. But

Held, also, that as C. B. was not "a married man" at the time that he effected the policies he could not (except as provided for by 47 Vict. c. 20., sec 2), withdraw from the claims of his creditors the benefit of the policies effected before marriage by endorsements or declarations after marriage in favor of or for the benefit of his wife and that the plaintiffs should succeed on the issue.

Marsh, for the plaintiffs.

Moss, Q.C., for the defendant.

FERGUSON.] [April 4.

ADAMSON *v.* ADAMSON, *et al.*

Settlement—Trustees and beneficiaries as joint tenants and not as tenants in common—Executed trusts—Estate in fee—Tenants in common—Mesne profits.

J. A., by a settlement conveyed certain lands to trustees, "Upon trust to hold the said lands, ***, situated ***, being lot No. 2, ***, to the said G. A. And also lot No. 1, situated *** to the said A. A., sons of (the settlors) *** to the use of them, their heirs, and assigns as joint tenants and not as tenants in common *** and lastly upon trust, that the said trustees, ***, shall well and sufficiently convey and assure absolutely in fee to the said parties respectively, etc."

Held, that this trust was an executed trust in which the limitations were expressly declared and that neither a difficulty in ascertaining the true construction and legal meaning of the words used nor the final trust directing the trustees to make the conveyance of the legal estate, made any difference; and that the words must receive the same construction as if they were found in a common law conveyance.

Held, also, that an estate in fee in lot 2 passed to G. A., and that the words, "as joint tenants and not as tenants in common," were used to prevent G. A. and A. A. from taking as tenants in common, as it was supposed they would have taken under 4 Wm. IV., c. 1. s. 48, and that they were needlessly used.