

weeks, and not as declaring that unless an appeal is so brought the right of desistment lapses.

The applicants contended that the case did not fall within the provisions of sec. 347 of the Municipal Act—that the expropriating by-law professed to authorise a use to be made of the land before the award—the concluding words of the by-law, referring to the lands expropriated, being: “*and the same are hereby declared to form part of the said highway.*” The learned Judge adopted this contention, saying that these words professed to authorise the immediate use of the lands for the purpose of a highway.

The statute, he said, in the public interest, gave to the corporation an unusual privilege or right, but prescribed conditions precedent to the exercise of that right. The Court must construe those statutory conditions strictly; and the respondents had failed to bring themselves within the conditions prescribed by sec. 347.

*Motion to enforce the award granted with costs.*

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MERCANTILE TRUST CO. OF CANADA LIMITED V. CAMPBELL—  
LATCHFORD, J.—OCT. 29.

*Account—Moneys of Deceased Intestate Received by Niece—Accounting at Instance of Personal Representatives.*—Action by the administrators of the estate of Ellen Broderick, a deceased intestate, against Minnie Campbell, niece of the deceased, for an account of the moneys and personal property of the deceased said to have come to the hands of the defendant or to have been converted by her. The action was tried without a jury at Toronto. LATCHFORD, J., in a written judgment, found, upon the evidence, that the defendant was liable to account to the plaintiffs for the moneys which she received from her aunt and did not expend on the aunt's account during her lifetime or pay after her death for funeral or other expenses and for the erection of a monument over her grave; the moneys to be accounted for including a sum of \$150 with which the defendant's trust account in a bank was opened on the 6th January, 1909, and all deposits subsequently made to the credit of that account; and also a sum of \$2,538.62 which the defendant had credited to her personal account in the same bank on the 19th January, 1911; and other sums referred to in the judgment. The plaintiffs should be allowed to amend their pleading or particulars so as to cover all the sums as to which