

LEGACY—*Continued.*

administration of her estate. The plaintiff, a married woman, who was one of the unpaid legatees under W.'s will, obtained letters of administration *de bonis non* of W.'s estate, and filed a bill against the defendant to have the estate administered in Equity, an account taken of the unadministered assets received by the defendant, and payment of the same to the plaintiff. There was no allegation in the bill that any of the legacies had been paid, and that this was an admission of assets for the payment of all of them. The plaintiff did not make her husband a party to the suit. The defendant in his answer claimed that there were no assets to pay the legacies, as W. at the time of his death was indebted to his wife for advances out of her own separate property, which, with some other debts, exceeded the value of his estate. *Held* (1), that the bill should be amended by making plaintiff's husband a co-plaintiff, (2) that the plaintiff was not entitled to a decree against the defendant for payment of her legacy without a reference being had and an account taken, when the bill did not charge that the testator's executrix had admitted assets and become personally liable by paying two of the legacies, and the defendant had expressly denied there were any assets for the payment of the legacies. Section 18 of Act 58 Vict. c. 24, does not apply to suits commenced before the Act came into force. *WALSH v. NUGENT* (No. 2), 335

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LIEN—*Decd—Agreement to Maintain Vendor—Breach—Vendor's Lien—Specific Performance.*] A farm was conveyed by an

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aged couple to their daughter, and on the same day she and her husband entered into a written agreement with the vendors to board them on the farm and to pay them an annuity in consideration of the conveyance. *Held* (1), that the vendors had a lien on the land for the performance of the agreement, (2), that the Court could not decree specific performance of the agreement. *CUNNINGHAM v. MOORE* 116

2. — *Decd—Agreement to Maintain Vendor—Death of Vendee—Performance of Agreement by Plaintiff at Request of Vendee's Widow—Interest of Vendee's Infant in Premises.*] A farm was conveyed by an aged couple to their son in consideration of his agreement to board them on the farm. On the death of the son in their lifetime, leaving a wife and infant daughter, his brother, the plaintiff, at the request of the widow and the parents, took possession of the farm and performed the agreement. *Held*, that the plaintiff was entitled to a lien on the land for money expended by him in making permanent improvements thereon and in the performance of the agreement. *WATERS v. WATERS* 167
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MARKET—*Erections in Connection Therewith—Weigh-scales—Nuisance—Construction of Grant—Grant affected by Act of Parliament.*] In 1813, pursuant to Crown license, T. erected on public land in the City of Fredericton a public market house and public weigh-scales in connection therewith. The scales were kept in use until 1874 when they were voluntarily removed by their then owner. In 1816 the market building was sold by T. to the defendants, and in 1817 the land on which it and the scales stood was granted by the Crown to the defendants in trust to use the lower floor of the building, and the land, for a public market place, and the upper floor for a County Court house. By Act 20 Vict. c. 17, s. 3, it was enacted that the land should be used as a