

Both in this aspect and in imposing upon the insured the payment in any event of the expenses mentioned, I think the variation imposes upon the insured terms more stringent and onerous than are imposed by the statutory condition, and therefore not just and reasonable to be exacted by the company.

The motion to stay proceedings will, therefore, be refused with costs to be paid by the defendants in any event, and the trial of the action will proceed at the London winter assizes.

BOYD, C.

NOVEMBER 29TH, 1907.

WEEKLY COURT.

# RE BATTERSHALL.

*Will—Construction—General Legacies—Insufficiency of Estate—Abatement Ratably—Exceptions—Legacies to be Paid in Full—Bequest of Half a Share of Stock—Direction for Sale of One Share—Charitable Bequest—Benefit of Poor—Devise of Land to Municipal Corporation for a Public Park—Public Parks Act—Mortmain and Charitable Uses Act—Amending Act of 1902—Construction—Exemptions.*

Motion by the executors of the will of William Battershall, deceased, for an order determining certain questions arising upon the will and codicils.

The testator died on 12th March, 1906. His will was dated 21st October, 1904. The following are the material parts:—

1. I nominate . . . Albert William Day . . . and William Lawrence . . . the executors and trustees of this my will.

2. I will, devise, and bequeath all my property, real and personal, to my trustees . . upon the following trusts and to and for the following purposes.