

stand for the amount of depreciation for 20 years. It was treated as a distinct thing from repairs (as it was), and they agreed that that sum should be paid if the lease was sooner determined by insolvency. It was not the business of the Court to interfere with this term of the contract. Allowing for the repairs and allowing for the deteriorations, the sums fixed were not double payments in respect of the same thing, nor were they so regarded by the contracting parties.

Upon both points the Chancellor's conclusion was the same as that of Middleton, J.; and therefore the Chancellor did not see his way to grant leave to appeal under sec. 101 of the Winding-up Act, R.S.C. 1906 ch. 144.

Application dismissed; costs out of the estate.