

to them in equal shares by his sons James and Daniel on the latter attaining the age of twenty-one. The will was entirely silent as to the debts of the testator.

James adopted the devise to him, took possession of the land, and dealt with it as his property for many years.

Held, that the one-half of the legacies to the daughters was charged upon the land devised to James.

Robson v. Jardine, 22 Gr. 424, followed.

The will was duly registered prior to the dates or registry of certain mortgages created by James upon the land devised to him.

Held, that the mortgagees must be taken to have had, at the time of advancing these moneys, full notice of the will and its contents, and were bound to see to the application of their moneys, and, not having done so, that the legatees were entitled to priority.

Held, also, that that part of s. 22 of R.S.O., c. 110, which provides that the four preceding sections "shall not extend to a devise to any person or persons in fee or in tail or for the testator's whole estate or interest charged with debts or legacies" does not apply only to the cases of wills coming into operation before the 18th September, 1865, but is of general application, and applies to this case.

Held, lastly, that s. 8 of R.S.O., c. 110 (s. 15 of R.S.O., c. 102), does not apply to this case, because the money was not money payable upon an express or implied trust, or for a limited purpose, within the meaning of the section.

McMillan v. McMillan, 21 Gr. 594, and *Moore v. Mellish*, 3 O.R. 174, distinguished.

Atkinson, Q.C., for the plaintiffs.

M. Wilson, Q.C., and *Pegley*, Q.C., for the defendants.

Chancery Division.

Divl Ct.]

[June 28.

MILLER v. RYERSON.

Medical practitioners—College of Physicians and Surgeons—Limitation of actions—R.S.O., c. 148, s. 40—Infancy.

In an action brought by an infant by her next friend against a doctor, a member of the College of Physicians and Surgeons, for mal-

practice, more than a year after the services of the doctor terminated, but (as was alleged) within a year from the time the injury became apparent. It was

Held, that under R.S.O., c. 148, s. 40, it was not commenced in time and must be dismissed.

Per BOYD, C.: No exception in favour of infants is to be implied in derogation of the general words of the Act. The liability arises when the professional services are rendered.

J. G. Holmes for plaintiff.

Bigelow, Q.C., and *Aylesworth*, Q.C., for defendant.

BOYD, C.]

[April 16.

HOLT ET AL. v. THE CORPORATION OF THE TOWNSHIP OF MEDONTE ET AL.

Municipal corporations—By-law—Necessity of signature and seal—School sections, divisions of—Injunction.

The powers of municipal corporations are to be exercised by by-law under the corporate seal and signed by the head and the clerk, unless otherwise authorized or provided for.

The division of the school sections by municipalities involves the exercise of legislative powers, as to which the conclusion of the council should be embodied in a by-law.

A by-law purporting to divide a school section, signed by the clerk for the reeve, and without any corporate or other seal affixed,

Held, invalid and ineffectual, and that it did not accomplish the object of the corporate action or bind the ratepayers of the school section as constituted before the attempted division, and an injunction was granted restraining the defendants from acting on such division.

Marsh, Q.C., and *Hewson* for plaintiffs.

Pepler, Q.C., and *J. A. McCarthy* for defendants.

[May 11.

THE CORPORATION OF THE CITY OF TORONTO v. THE ONTARIO & QUEBEC RAILWAY COMPANY.

Railways—Bonus—Condition—Maintenance of workshops—Amalgamation with larger company—Changing circumstances—Ceasing to maintain—Condition complied with.

A railway company having obtained a bonus from the plaintiffs upon condition of locating