

RE MAHLER—SUTHERLAND, J., IN CHAMBERS—FEB. 2.

Devolution of Estates Act—Caution — Application by Administrator for Leave to Register after Expiry of Statutory Period—Infants—Official Guardian—R.S.O. 1914 ch. 119, sec. 15.]—An application in Chambers at London, by the administrator of the estate of Edwin Frank Mahler, deceased, for an order permitting a caution to be registered after the statutory period had expired. The material filed did not shew whether infants were or were not concerned in the real estate proposed to be dealt with. It was said by counsel that infants were interested in the property. The learned Judge said that the Devolution of Estates Act, R.S.O. 1914 ch. 119, sec. 15, provides what is necessary to be shewn on an application of this sort. Where infants are concerned, the usual and least expensive course is to submit the matter in the first instance to the Official Guardian, who in a simple case is authorised to give a certificate enabling the caution to be registered. In the circumstances of the case, the learned Judge declines to make the order asked at the present stage. W. R. Meredith, for the applicant.

HAWKINS V. MILLER—SUTHERLAND, J.—FEB. 4.

Interim Injunction—Company—Purchase of Property—Action by Shareholder to Restrain—Evidence—Refusal to Continue Injunction—Speedy Trial.]—Motion by the plaintiff, a shareholder in the defendant company, suing on behalf of himself and the other shareholders, to continue until the trial an injunction restraining the defendants and their representatives, officers, and agents, from committing or doing or permitting any act, matter, or thing whereby the defendant company might be made responsible for the purchase of certain real estate and from responsibility for the payment of the purchase-money, and from committing or permitting any act of ratification or confirmation by the company of such contract and the assignment thereof. The plaintiff complained that the defendant Harry Miller, a shareholder of the defendant company, the Miller Manufacturing Company, bought a large building for the price of \$80,000, and, finding himself unable to carry out the purchase, was seeking to unload the property on the company. On