

once for all, for future as well as for past and present inconvenience, loss, and damage." No injunction was granted. The reference proceeded, and evidence was given shewing serious injury to the value of the plaintiff's property as a dwelling if the nuisance complained of continued. After this evidence had been given, other actions were brought by other neighbours, and in these cases injunctions were obtained, to some extent restraining the defendants from operating their factory in such a way as to continue the nuisances—the operation of the injunctions being stayed until June, 1915, so as to permit of the defendants making arrangements without too seriously affecting their business. See *Gagnon v. Dominion Stamping Co.* (1914), 7 O.W.N. 530. The Master made his report in this action awarding the plaintiff \$1,700 for depreciation in the value of the land, \$96 for money expended, and \$300 for discomfort and inconvenience—\$2,096 in all. The Master assessed the damages on the basis of the price to be paid for the privilege of continuing the nuisances complained of for all time—disregarding the injunctions in the other actions and the effect if obeyed. MIDDLETON, J., read a judgment, in which he stated the facts, and said that he did not think that the Master should have assumed that the future damage and inconvenience would be as great in degree as the present. The Court had power, if the defendants submitted to an injunction in the same terms as in the *Gagnon* case, to grant an injunction, and should do so, in order to remove any uncertainty as to the future; and the case should be referred back to the Master to reconsider his award of damages on this head, having regard to the fact that, from and after a date to be named in the judgment, the nuisance will be to that extent reduced and moderated. Order made accordingly. Costs of the appeal and reference back reserved to be dealt with by the Judge after the Master has made his further report. W. G. Bartlet, for the defendants. J. H. Rodd, for the plaintiff.

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RE MCBAIN—MIDDLETON, J.—APRIL 19.

*Will—Construction—Devise of Farm to Daughters—Provision in Event of Marriage—Restraint of Marriage—Devise in Fee Subject to Conditions Subsequent—Trustees—Power to Sell and Convey Land.*—Motion by the executrices and trustees under the will of Mary Morrison McBain for an order determining certain questions in regard to the estate, involving the construc-