

will, and so adversely to the interests of the others. It might be clear that there was no lapse, also that, if there were a lapse, other words of the will gave the legacy to one of the parties to this motion; but neither point was so clear that it should be determined, in fairness, adversely to the other heirs and next of kin behind their backs. If a question be deemed of sufficient importance to require an answer from the Court before the estate can be distributed, it must be of sufficient importance to give to all persons, having any substantial interest in it, an opportunity to disclaim or make claim respecting that in regard to which it is sought to have it adjudged that they have no right or interest. The motion must stand over until the other heirs and next of kin have had reasonable opportunity for being heard on it. G. Bray, for the executors. J. E. Terhune, for the residuary legatees. G. G. McPherson, K.C., for the adult heirs of James Page. F. W. Harcourt, K.C., for the infants.

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WATSON V. MORGAN—MASTER IN CHAMBERS—DEC. 7.

*Writ of Summons—Irregularity — Special Endorsement—Rule 33.*]—Motion by the defendant to set aside the writ of summons and the service thereof for irregularity. The writ was endorsed in accordance with form 5, that is, in the form of a specially endorsed writ. The claim endorsed was for rescission of a contract for the purchase by the plaintiff from the defendant of a business and plant, and for the return of the money paid. There was a provision in the contract for a refund of the money, if the plaintiff was not satisfied, within a fixed time, not yet elapsed; but the Master was of opinion that, if the action were based upon that, it was premature, because the plaintiff was still in possession of the plant. If the claim was not based upon that, it was not a claim that could be the subject of a special endorsement, under any of the clauses of Rule 33. Order made setting aside the writ and service, with costs. G. T. Walsh, for the defendant. W. D. McPherson, K.C., for the plaintiff.

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McINNIS V. PUBLIC SCHOOL BOARD OF SCHOOL SECTION 16 IN THE TOWNSHIP OF TAY—MIDDLETON, J.—DEC. 9.

*Building Contract—Dismissal of Contractor—Justification—Forceable Removal from Premises—Rights of Building-owner—*