

and a grandson. By clause 6 he provided that in case any of his daughters should die "before the occurrence of any of the above events," the share coming to her should be divided amongst her children, and if she should die without leaving any children, her share should be divided among the surviving daughters. By clause 8 he directed that in case any of the children mentioned in clause 5 should predecease both himself and his wife, the share of such child or children should be divided equally amongst the children of the child or children so dying, and in the event of such child or children dying without leaving any children, the share of such child or children should be divided amongst the survivors of the children mentioned in clause 5. By clause 9 he directed his executors to divide the residue of his estate amongst his six sons, share and share alike. The testator died 31st August, 1896. A son and a daughter had died since the testator, both leaving children. The widow stated that the income of the estate was insufficient for her needs, and that the legatees (her children) were willing that she should have \$1,000 of the principal.

S. B. Woods, for the applicant.

C. R. Fitch, Stouffville, for the executors.

F. W. Harcourt, for the infants.

FALCONBRIDGE, C.J., held that the legacies were vested, and the legatees could execute valid assignments. The infants' shares to be paid into Court. Costs of all parties out of the estate.

FALCONBRIDGE, C.J.

AUGUST 6TH, 1903.

WEEKLY COURT.

DIXON v. GLOBE PRINTING CO.

*Injunction—Interim Injunction—Newspaper—Advertisement—Trade Union—Preponderance of Convenience.*

Motion by plaintiff to continue injunction restraining defendants from publishing an advertisement in their daily newspaper warning carriage and waggon makers that a strike was in progress in Toronto.

G. H. Watson, K.C., for plaintiff.

F. E. Hodgins, K.C., for defendants.