

RE COLEMAN—LENNOX, J.—OCT. 8.

Executors—Claim of Estate under Contract—Uncertainty of Construction—Compromise—Approval of Court on Behalf of Infants.—After making his will, Joseph H. Coleman, now deceased, entered into a contract for the sale of certain properties and a business he was carrying on, for \$20,000, and this contract was current at the time of his death. Amongst other things, the contract related to a business carried on in Hamilton, only 51 per cent. of which belonged to the testator. The purchaser contended that by the written contract the testator agreed to sell him the entire interest, not merely a 51 per cent. interest in this concern. The meaning of the contract was uncertain, and the executors took the opinion of two eminent counsel in Toronto. The 49 per cent. interest could only be obtained by payment of \$5,000. This would leave only a net sum of \$15,000 to be paid to the estate. In the end, to avoid litigation, the purchaser offered to be at the loss of one-half this disputed amount, that is, to increase his purchase-money by \$2,500, thus netting the estate \$17,500. The counsel above referred to advised the acceptance of this sum, and all the adults interested and the Official Guardian advised that this sum be accepted. The executors now moved for the approval of the Court on behalf of the infants interested in the estate. LENNOX, J., said that he was of opinion that the carrying out of the sale upon these terms was in the interest of the estate, and approved of the sale at \$17,500. He was also asked to approve of the purchase of a residence for the widow and family in Toronto, to cost \$6,500. There was no specific property in sight. The learned Judge said that, as soon as there was something definite to act upon, this part of the application could be renewed. Costs of the application, including the costs of the Official Guardian, out of the estate. James Fraser, for the executors. F. W. Harecourt, K.C., Official Guardian, for the infants.

HODGINS v. LINDSAY—FALCONBRIDGE, C.J.K.B.—OCT. 13.

Negligence—Injury to Bicyclist by Motor Vehicle—Rule of Road—Excessive Speed—Evidence—Damages—Costs.—Action by an infant and his father to recover damages arising from an injury sustained by the boy from the negligence of the defendant. The boy was riding a bicycle upon a public highway, and the injury was caused by a motor vehicle driven by the defend-