

Held, confirming the decision of the court, ante p. 351, 7 O.L.R., 402, that the father was entitled only to the use of one-half of the money, and that, subject to the life interest of the father, the brother took the same absolutely.

Middleton and Widdifield, for appellant. *George Kerr*, and *J. Montgomery*, for respondent.

Court of Appeal.]

[Nov. 14.

TORONTO GENERAL TRUSTS CORPORATION v. CENTRAL
ONTARIO R.W.CO.

*Interest—Arrears—Bond—Mortgage—Foreclosure—Railway—Limitation
of action.*

Bonds under seal issued by a railway company contained a covenant to pay half yearly instalments of interest evidenced by attached coupons, and payment of principal and interest was secured by a mortgage of the undertaking which also contained a covenant to pay:—

Held, in foreclosure proceedings upon this mortgage that the interest being a specialty debt and the mortgaged undertaking consisting in part of realty and in part of personalty not subject to division, the holders of coupons whether attached to the bonds or detached therefrom were entitled to rank for all instalments which had fallen due within twenty years, and not merely those which had fallen due within six years. Judgment of *Boyd, C.*, 6 O.L.R. 534, affirmed.

Held, also, that even if the case were dealt with upon the footing of the mortgage being one of realty only there was the right to rank for there were no subsequent encumbrancers and there had been shortly before the action a valid acknowledgment by the railway company of liability for all the interest in question.

T. P. Galt, for appellants. *Aylesworth, K.C.*, and *J. H. Moss*, for respondents.

HIGH COURT OF JUSTICE.

Idington, J.]

TABB v. GRAND TRUNK R.W. Co.

[August 18.

Execution—Stay—Judgment affirmed by Court of Appeal—Proposed appeal to the Supreme Court of Canada—Necessity for leave—Powers of Master in Chambers and Judge of High Court—Grounds for exercise.

After a verdict and judgment for plaintiff, affirmed by the Court of Appeal, the Master in Chambers, on the application of defendants, made an order staying proceedings until such time as leave to appeal to the Supreme Court of Canada could be moved for, unless the solicitor for the plaintiff would undertake to return, if now paid, the amount of the damages and costs awarded to the plaintiff, in the event of the judgment of the Court of Appeal being reversed.