

No power of leasing is given by the will, unless it can be inferred from the directions to pay rents and profits. In the view which I take, that the possession of the widow should not be disturbed, it is unnecessary to consider whether the premises should be leased. Indeed, if there be power of leasing for 5 or more years, as desired by the applicant, it would be discretionary with the executors, and in such cases the Court does not express an opinion. The same would be the position as regards exercising the power of sale.

As regards the rights of creditors, they are not before me. Their rights in respect of any of the property cannot be prejudiced. The life tenant says none are pressing. I have no doubt she will see it to her interest to make some arrangements which will prevent them being compelled to interfere with the estate.

I answer the questions submitted as follows:

1. The widow is entitled to the beneficial enjoyment of the property of the deceased in specie during widowhood, subject to the power of sale given by the will and to the rights of creditors.

2. She is entitled to be allowed to remain in possession of the property of which she is now in possession until sufficient grounds for dispossessing her thereof be shewn.

3 and 4. She being now in possession of the hotel premises, with the consent of the executors, they are not entitled to possession until sufficient grounds be shewn, and cannot lease them without her consent, and the question of the advisability of a sale is, under the terms of the will, in their discretion.

Costs of all parties should be paid out of the estate.

MAGEE, J.

FEBRUARY 6TH, 1906.

CHAMBERS.

BRUCE v. ANCIENT ORDER OF UNITED
WORKMEN.

Parties—Interpleader Issue—Who should be Plaintiff—Insurance Moneys—Rival Claimants—Residence abroad—Security for Costs.

Appeal by plaintiff and cross-appeal by claimants, legatees under will of Robert Bruce, from order of Master in Chambers (4 O. W. R. 241), directing that claimants be plaintiffs