

HIGH COURT OF JUSTICE.

Boyd, C., Meredith, J., Anglin, J.]

[June 14.]

RE HUYCK.

Will—Gift to religious society—"Charitable and philanthropic purposes"—Validity.

A testator gave his residuary estate "to the West Lake Monthly Meeting of Friends (Hicksite) of West Bloomfield, to be applied in charitable and philanthropic purposes, as said Monthly Meeting or Society may direct."

Held, that the gift was not void for uncertainty as to its objects, but was valid.

Williams v Kershaw, 5 L.J. Ch. 86, 11 Cl. & Fin. 111, 42 R.R. 269, followed.

Decision of TETZEL, J., affirmed.

Watson, K.C., for executors and specific legatees. *Middleton*, for the other beneficiaries.

Meredith, C.J., Street, J., Britton, J.]

[June 27.]

MOLSONS BANK v. EAGER.

Vendor and purchaser—Incumbrance—Lis pendens—Adverse claims to purchase money—Interpleader—Rule 1103(a).

A certificate of *lis pendens* is not an incumbrance within the meaning of R.S.O. 1897, c. 119, s. 15.

One who had contracted to purchase land was sued by his vendor for the purchase money, and an action was brought in respect of the same land by creditors of the vendor's husband, seeking to set aside a conveyance of the land by the husband to the wife.

Held, that, although the purchase money was not actually claimed in the latter action, yet, as the plaintiffs therein appeared upon an interpleader application by the purchaser and stated their willingness that the purchase should be carried out, the purchase money being applied to pay the debts of the husband, they were making an "adverse claim" to the purchase money, within the meaning of Rule 1103 (a), and the purchaser was entitled to an interpleader order.

Decision of ANGLIN, J., reversed.

D. L. McCarthy, for purchaser. *H. M. Mowat*, K.C., for vendor and others. *J. A. Macintosh*, for plaintiffs.