

I stay proceedings upon this order for thirty days to enable the parties to appeal if so advised.

FALCONBRIDGE, C.J.—The Chief Justice of the Common Pleas was right in holding that there was no absence of reasonable and probable cause shewn as far as the late William Boyd was concerned. As to the other defendants (except defendant Ewart), practically the only evidence of agency or authority was the payment of their respective quotas of the \$75 collected by Ewart for Boyd's fees and expenses. But the case against plaintiff was then over—the prosecution had determined—and it is not shewn by plaintiff that these other defendants knew what particular services of Boyd they were paying for or what the items of his account were. Motion as to defendants other than Ewart dismissed with costs. As to Ewart there was a case which ought not to have been withdrawn from the jury. He collected the contributions from the other insurance agents (defendants) and paid Boyd's bill. According to Harkness, Ewart wished him (Harkness) to lay the information for fraud, and said that he (Ewart) would lay it or see that it was laid, that it was the only means of Harkness getting his money, and that plaintiff was a rascal and ought to be in the penitentiary. Ewart admits that he knew the information was being laid, and there is evidence from which a jury could infer that he instructed the laying of it. Order made without costs for a new trial as against Ewart.

FALCONBRIDGE, C. J.

AUGUST 5TH, 1903.

CHAMBERS.

RE STECKLEY.

Will—Legacies---Vesting---Assignment by Legatees.

Application by Lydia Steckley, widow of Samuel Steckley, late of the township of Whitchurch, deceased, for an order under Rule 938 declaring whether the legacies in the 5th and 9th clauses of the will are vested in the legatees and whether they can execute valid assignments thereof to the applicant. By clause 3 the testator devised and bequeathed to his wife all his real and personal estate for her own use during the term of her natural life, or so long as she remained his widow, which provision she was to accept in lieu of dower. By clause 4 he directed his executors, after the death of his wife, to collect in his personal estate and sell his real estate. By clause 5 he directed his executors to pay out of the moneys realized certain small legacies to two sons, three daughters,