CHANCERY.

Rogers v. Lowthian.

Proudfoot, V.C.] [Sept. 10.

Will, construction of—Life interest.

A testator bequeathed to his two daughters (both of whom were married and had children at the date of the will) the sum of $1,000 each, charged upon his realty, which he devised; the money to be invested in bank stock, and the interest accruing therefrom to be paid to them during their natural lives, and afterwards such sums to be equally divided amongst their heirs. By a codicil the testator directed that should his real estate be sold, the $2,000 might remain on mortgage, at interest, payable half yearly to the daughters, and when the mortgage should be paid his executors were to have full power to invest that sum in homesteads for his daughters, should they desire to do so. *Held*, that the daughters took a life estate, with remainders to their heirs as purchasers.

Williamson v. Ewing.

The Chancellor.] [Sept. 29.

Sale of business—Restraint of trade—Account—Pleading—Practice.

E., carrying on the trade or calling of a dealer in pictures and photographic business, sold out such business to W., and by the agreement covenanted "not to open or start a retail or photographic business of a similar character" in the City of Toronto for five years. By a subsequent agreement the first was modified, so as to allow E. to sell in any manner to persons residing out of Toronto, and to sell retail in Toronto on allowing W. a percentage on the prices realized. W. filed a bill alleging that E. had, prior to such second agreement, sold goods in contravention of it, and had subsequently sold to a large amount; and prayed an account and payment of his percentage. The Court being of opinion that such second agreement had been executed for a valuable consideration, granted the decree as asked, and directed the account to be taken by the Master, although the answer professed to state the actual amount of sales, and the case was heard on bill and answer.

Simpson v. Horne.

The Chancellor.] [Sept. 29.

Executors—Costs.

When an executor, by his misconduct in the management of an estate, causes a suit, and but for the circumstance of such having been brought the assets would have been dissipated, the Court will not, as a general rule, allow such executor his costs out of the estate, although no loss has been sustained; but where, in such a case, the widow of the testator filed a bill without calling upon the executor for an account, or affording him any opportunity of showing that his dealings were correct, the Court (Spragge, C.) refused the costs up to the hearing, reserving the subsequent costs till after the Master's report.

The Chancellor.] [Sept. 29.

Mealey v. Aikins.

Will, construction of—Lapsed legacy.

A testator bequeathed an amount of stocks to his brother John "to have and to hold to him, his heirs and assigns for ever." John predeceased the testator. *Held*, that the legacy lapsed, and that the next of kin of the legatee was not entitled.

COMMON LAW CHAMBERS.

Osler, J.] [Aug. 28.

Bank of Commerce v. Tasker.

Interpleader—Costs.

A sheriff having made a seizure of goods under a writ of execution placed in his hands, and a claimant to the goods having appeared, the execution creditor refused to allow the sheriff to withdraw. On the return of an interpleader summons obtained by the sheriff the execution creditor abandoned his claim.

Held, that the execution creditor might abandon at that stage of the proceedings without costs, and no order was made as to the costs of the sheriff.

Holman for the claimant.

Aylesworth for the execution creditor.

Proctor (W. Mulock) for the sheriff.