Мау 7тн, 1914.

GNAM v. McNEIL.

Contract-Settlement of Action-Intervention of Stranger-Promise to Pay Costs-Withdrawal of Action-Performance of Promise-Failure to Prove Promise to Pau Damages —Statute of Frauds.

Appeal by the plaintiff from the judgment of Britton, J., ante 223. of bestmounted of coretion market as no white wire !

The appeal was heard by Mulock, C.J.Ex., Hodgins, J.A., RIDDELL and LEITCH, J.J.

H. H. Dewart, K.C., and D. S. McMillan, for the appellant.

D. L. McCarthy, K.C., and T. L. Monahan, for the defendant, the respondent.

THE COURT dismissed the appeal, with costs if asked for. chera is our direction given as to a but the amounted shall be

HIGH COURT DIVISION. "Tripnosted edi and want see dulda

committee in the course to versearch terrior and an oals are error.

LATCHFORD, J. MAY 4TH, 1914.

RE MITCHELL.

Will-Construction-Codicils-Annuities, whether Payable out of Income or Corpus. are aminustres there and entirely an entire and there

Motion by the widow of Thomas Mitchell, deceased, for an order determining the question whether, under his will and two codicils, certain annuities were to be paid out of the income or the corpus of his estate.

- G. C. Thomson, for the widow.
- J. G. Farmer, K.C., for the executors and the representative of a class of persons interested.
 - J. R. Meredith, for the Official Guardian.
- G. M. Willoughby, for the Inspector of Prisons and Publie Charities.

28-6 o.w.n.