

benefit the shareholders and the debenture-holders, and, in that sense, but in that sense only, he represented the shareholders and the debenture-holders—he was not entitled to maintain an action in respect of wrongs done to them by the directors or by the company acting through the directors. Paragraphs 17, 18, and 19, and clause 4 of the prayer, must, therefore, be so amended as to make it clear that the liquidator was not attempting to assert any cause of action which the company could not itself assert if it was still capable of suing without the intervention of a liquidator.

CLUTE, J.

MARCH 7TH, 1919.

DANDY v. DANDY.

Will—Claim of Wife against Estate of Testator for Money Lent to him—Direction to Executors to Pay Named Sum Borrowed from Wife—Conveyance of Property after Date of Will—Evidence—Ademption—Satisfaction—Set-off.

Action by the widow of Samuel R. Dandy, deceased, to recover from his estate \$7,258.43, being the aggregate amount of certain advances made by her to her husband during his lifetime; he died on the 10th November, 1916.

The action was tried without a jury at a Toronto sittings.

James Haverson, K.C., for the plaintiff.

R. H. Greer, for the defendant Charles Dandy.

William Proudfoot, K.C., for the defendants Sarah Dandy, Frederick Dandy, and Laura Dandy.

E. C. Cattanach, for the defendant Joseph Dandy, an infant.

CLUTE, J., in a written judgment, said that it was admitted that the advances had been made by the plaintiff to her husband, as alleged by her, and that they had not been repaid.

The defendant Charles Dandy set up that the deceased Samuel R. Dandy, by his will, made the following provision for the plaintiff, in addition to an interest in his residuary estate: "I direct them" (the executors) "to pay to my wife the sum of \$6,000 in cash which I borrowed from her for the purchase of the house I live in and also to give my wife all the household effects of my home including the furniture of every kind;" and that, subsequent to the execution of the will, the deceased conveyed to himself and his wife as joint tenants the house referred to in the will, of which at his death she (as survivor) became the owner;