

the lands of the plaintiff, and that she had no right to erect a fence where she did. The County Judge found upon the evidence that the fence as erected by the plaintiff was not on her own property and dismissed the action with costs. The appeal was heard by FALCONBRIDGE, C.J.K.B., BRITTON and CLUTE, JJ. The judgment of the Court was delivered by CLUTE, J., who said that upon a careful perusal of the evidence he found there was quite sufficient to support the finding of the learned trial Judge. This view was, he thought, supported by the evidence adduced by the plaintiff. There was not, however, sufficient evidence before the Court to enable it to define the boundary line between the properties, and this question is not affected by this judgment. The appeal should be dismissed, but under all the circumstances without costs. A. S. Baird, K.C., for the plaintiff. W. S. Brewster, K.C., for the defendant.

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RE MCKAY, CAMERON v. MCKAY—KELLY, J.—NOV. 11.

*Will—Construction—Amount of Bequest.*]—Motion by the executors of the will of Angus McKay for an order construing his will under Con. Rule 938, in respect of what amount the testator intended by the second paragraph of his will should be paid “to the missions of the Free Presbyterian Church of Ashfield, in the county of Huron, concession fourteen (14), Lochalsh, Canada, in connection with the Free Church of Scotland.” The learned Judge was of opinion that the testator intended that two hundred dollars should be paid at the end of the tenth year after his death and a further two hundred dollars at the end of the eleventh year after his death. W. Proudfoot, K.C., for the executors. E. C. Cattnach, for the infants.

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RE LAWS—SUTHERLAND, J., IN CHAMBERS—NOV. 13.

*Infant Joint Tenant—Application to Sell Property and Divide Proceeds—Prospective Rights of Infant—Suggested Payment into Court.*]—Application on behalf of an infant, one of two joint tenants of real estate, “to sanction a sale thereof and the division of the proceeds between himself and his adult brother, the other joint tenant.” SUTHERLAND, J., said that it seemed on the material a proper case for a sale of the property in the interest of both parties. If the adult joint tenant will