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osts exrith the incapacity of the testator, which though set up, was not established. Miller v. Miller, 34 C.L.J. 743.

VII. VALIDITY.

-Capacity of testamentary executor-Judicial proceeding—Question of validity, how raised.

> See EXECUTORS AND ADMINISTRA-TORS, II.

And see REVENUE.

WITNESS.

Contract of hiring - Commercial matter -Action for salary - Evidence of party.] - A contract by which the Quebec Harbour Commissioners engages the services of an engineer at a yearly salary is not a commercial matter, and in an action by the engineer for his salary he cannot be heard as a witness. McGreevy v. The Quebec Harbour Commissioners, Q.R. 7 Q.B. 17.

And see EVIDENCE.

" LIBEL AND SLANDER, III.

WORDS AND TERMS.

- "Advancement."]—See In re Estate of George Lewis, 29 Ont. R. 609, ante, col. 11.
- "Alienated."]—See The Queen v. Victoria Lumber Co., 5 B.C.R. 288, ante, col. 37.
- "Assaults."]—See Hardigan v. Graham, 1 Can. C.C. 437, ante, col. 127.
- "Civil right."] See Madden v. Netson & Fort Sheppard Railway Co., 5 B.C.B. 670, ante, col. 23.
- "Commence operations."] See North Sydney Mining and Transportation Co. v. Greener, 31 N.S.R. 41, ante, col. 78.
- "Court of record."] See The Queen v. Gibson, 29 Ont. R. 660, ante, col. 137.
- "Creditor."] See In re Atlas Canning Co., 5 B.C.R. 661, ante, col. 79.
- "Days."] See The Queen v. Aldous, 5 B.C.R. 220, ante, col. 19.
- "Disorderly house."] See The Queen v. France, Q.R. 7 Q.B. 83, ante, col. 441.
- "Disposing of premises.]"-See Gold Medal Furniture Co. v. Lumbers, 29 Ont. R. 75, ante,
- "Divide."] See Inre School Section No. 16 Township of Hamilton, 29 Ont. R. 390, ante,
- "Dying without leaving any lawful heirs."] -See Re Brown and Campbell, 29 Ont. R. 402, ante, col. 467.

- "Effectual in law."] See Re Henderson v. City of Toronto, 29 Ont. R. 669, ante, col.
- "Forthwith."] See Morton v. Bank of Montreal, 18 C.L.T. Occ. N. 157, ante, col.
- "Grant."] See McDonald v. McDougall, 30 N.S.R. 298, ante, col. 465.
- "Heirs."] See Re Brown and Campbell, 29 Ont. R. 402, ante, col. 467, and see Sparks v. Wolff, 25 Ont. A.R, 326, ante, col. 466.
- "Heirs and assigns."]—See Keefer v. Phanix, Insurance Company of Hartford, 29 Ont. R. 394, ante, col. 217.
- "In front of."] See McIntyre v. McKinnon, 31 N.S.R. 54, ante, col. 167.
- "Income."]-See Chubbock v. Murray, 30 N.S.R. 23, ante, col. 468.
- "Instrument."] See Re Henderson and City of Toronto, 29 Ont. R. 669, ante, col. 288.
- "Intervale."]-See Guild v. Dodd, 31 N.S. R. 193, ante, col. 102.
- "Issue."]-See Re Brown and Campbell, 29 Ont. R. 402, ante, col. 467.
- "Judicial matter."] See In re Town Council of New Glasgow, 30 N.S.R. 107, ante, col. 63.
- "Judicial tribunal."] See In re Town Council of New Glasgow, 30 N.S.R. 107, ante, col. 63.
- "Last dwelt."]—See Re estate of Caroline Fraser, 30 N.S.R. 272, ante, col. 393.
- "Last resided."] See Re estate of Caroline Fraser, 30 N.S.R. 272, ante, col. 393.
- "Lien."] See Neil v. Almond, 29 Ont. R. 63, ante, col. 189.
- "Money charged upon land."]—See Neil v. Almond, 29 Ont. R. 63, ante, col. 189.
- "Mutual mistake."] -See Chisholm v. Peters, 31 N.S.R 16, ante, col. 335.
- "Next of kin."] See Yelland v. Yelland, 25 Ont. A.R. 91, ante, col. 51.
- "Now."]-See Watson v. Dandy, 12 Man. R. 175, ante, col. 376.
- "Officer thereof."] See Hamilton v. Stewiacke, &c., Co., 30 N.S.R. 92, ante, col. 76.
- "One clear day."] See Barrowman v. Fader, 31 N.S.R. 29, ante, col. 418.
- "Other disposal."]-The Queen v. Walsh, 29 Ont. R. 36, ante, col. 258.
- "Other obstruction."] See Farquharson v. Imperial Oil Company, 29 Ont. R. 206, ante, col. 461.