

cases the words are used very loosely, and sometimes the true force of a case has been mistaken by text-writers through failure to keep in mind this distinction. The practical effect of lien and set off is much the same. They result in balancing opposing claims, and since transfers of a general deposit are subject to the equities between the bank and the depositor, until notice to the bank, its right of set off is as good in respect to a general deposit as its lien in respect to a specific deposit for collection or as collateral.' "

It follows, in my opinion, that the argument which was advanced on behalf of the bank is not well founded, viz., that there was a lien on plaintiffs' account in favour of the bank, and that the only effect of the letter of 6th January, 1910, was to assert the lien, but that otherwise the deposit was not affected until the plaintiffs themselves chose to apply it on account of the indebtedness.

There will be judgment for plaintiffs as prayed with costs. The counterclaim will be dismissed with costs—all on the High Court scale.

BOYD, C.

DECEMBER 10TH, 1912.

RE HAMILTON.

*Will—Construction—Trust Fund for Benefit of Daughter—Discretion of Trustee to Defer Payment of Corpus—Restriction During Coverture—Validity of—"Settled upon Herself"—Testamentary Significance of—"I Wish"—Obligatory Import.*

Motion by trustee for an order construing the will of the Hon. Robert Hamilton under Con. Rule 938.

G. H. Watson, K.C., for the trustee.

R. A. Hall, and S. T. Medd, for legatees.

BOYD, C.:—By the will the testator intends and directs that distribution shall be made of part of his estate when his youngest child attains 21 and his widow remains unmarried, but this was apparently frustrated by the income of the whole estate being required for the use of the widow during her life, and only upon her death in May, 1912, has the opportunity for making a division of the estate among the beneficiaries arisen.