

restraining the defendant Grant from proceeding with the erection of a garage upon a lot fronting on Moxon avenue in the City of Toronto, as being in contravention of a city by-law. The permit for the building was obtained some months before the by-law was passed, but the work was not begun at once. The motion was heard in the Weekly Court, Toronto. RIDDELL, J., in a written judgment, said that, in view of the very strong decisions as to the status of a plaintiff in such matters (see, e. g., *Tompkins v. Brockville Rink Co.* (1899), 31 O.R. 124), he thought (whatever his own view might have been were the matter *res integra*) that he should not grant an interim injunction. The application should be enlarged till the trial—costs in the cause unless otherwise ordered by the trial judge. The defendant Grant should, of course, understand that any building, etc., on his part must be at his peril. J. L. Cohen, for the plaintiff. R. U. McPherson, for the defendant Grant. Irving S. Fairty, for the defendant the Corporation of the City of Toronto.

RE HOGAN—KELLY, J., IN CHAMBERS—JUNE 4.

Lunatic—Provision for, by Will—Right to Home and Maintenance on Farm Devised—Sale of Farm—Approval of Court—Security for Maintenance—Payment of Part of Purchase-money into Court—Allowance for Maintenance—Costs.]—Motion by Annie Nolan, administratrix of the estate of Michael Hogan, deceased, for an order approving a proposed sale of a farm, part of the estate, for the price of \$7,000. The motion was heard as in Chambers at the Weekly Court, Ottawa. KELLY, J., in a written judgment, said that, on the material, including a further affidavit of value which was directed to be filed, and which was now on record, the sale to Robert J. Helem on his offer to purchase might, so far as the lunatic was concerned therein, be carried out; but, as Mary Hogan's father (John Hogan) by his will devised these lands subject "to the obligation and condition that my daughter Mary shall enjoy the right of a home in the homestead, with medical care and attention in sickness, as long as she remains unmarried and desires to remain," there should be paid into Court, out of the purchase-price, \$3,000 to stand in lieu of the lands as security for the fulfilment of that obligation and condition. This of course was altogether apart from Mary Hogan's claim for payment of the \$500 given her by her father's will, and her right to share in the estate of her deceased brother Michael Hogan.—On the motion counsel agreed that the learned Judge