

payments of money then made for the purpose of effectuating the partition was by the deed of partition declared to remain a lien upon the portion of the land thereby conveyed to M.W. until such quitclaims should have been obtained and delivered to her said co-parceners.

*Held*, that the said recital was sufficient to charge that portion of the land so conveyed to M.W. with the amount of the said payments of money as security for the due execution and delivery of the quitclaims in conformity with the condition stipulated in the deed of partition. Appeal dismissed with costs.

Gundy, for the appellants. John A. Robinson, for the respondent.

Ontario.]

WOLFF v. SPARKS.

[June 5.

*Construction of statute—14 & 15 V., c. 6 (Ont.)—Will—Devise to heirs.*

The Ontario Act, 14 & 15 V., c. 6, abolishing the law of primogeniture in the province, placed no legislative interpretation upon the word "heirs." Therefore, where a will made after it was in force devised property on certain contingencies to "the heirs" of a person named, such heirs were all the brothers and sisters of said person and not his eldest brother only. Judgment of the Court of Appeal for Ontario (25 Ont. App. R. 326) affirmed. Appeal dismissed with costs.

O'Gara, Q.C., and Wild, for the appellant. A. E. Fripp, for the respondent.

Quebec.]

CITY OF MONTREAL v. CADIEUX.

[June 5.

*Appeal—Evidence—Concurrent findings on questions of fact—Reversal on appeal.*

Although there may be concurrent findings on questions of fact in both courts below, the Supreme Court of Canada will, upon appeal, interfere with their decision where it clearly appears that a gross injustice has been occasioned to the appellant and there is evidence sufficient to justify findings to the contrary.

TASCHEREAU, J., dissented, holding that as there had been concurrent findings in both courts below, supported by the evidence, an appellate court ought not to interfere.

Atwater, Q.C., and Ethier, Q.C., for appellant. Beaudin, Q.C., for respondent.

Ontario.]

LONDON ASSURANCE CO. v. GREAT NORTHERN TRANSIT CO.

[June 5.

A policy issued in 1895 insured against fire the hull of the S. S. Baltic, including engines, etc., "whilst running on the inland lakes, rivers and canals during the season of navigation. To be laid up in a place of safety during winter months from any extra hazardous building." The Baltic was