

with so long as it was exercised in good faith. Such obligation did not extend to a child married or otherwise forisfamiliarated.

Per Anglin, J.—The jurisdiction of the Court to consider the question of the good or bad faith of the widow on an originating notice is questionable.

Another clause of the will directed the trustees "to pay to each of my sons who shall reach the age of thirty years a sum equal to half that portion of my estate to which such son is entitled under this my will upon the death of his mother. . . . Such payment to be considered as a loan from the estate." A codicil added several years later contained this provision:—"I hereby further direct that my real property shall not be divided among the beneficiaries as directed by my will until after the lapse of ten years from my death."

Held, that the division so postponed was not the final division to be made on the death or marriage of the widow; that it had the effect of postponing any advance to a son thirty years old of half his portion until the ten years from the testator's death had expired so far as such advance would necessitate the sale or mortgage of any of the real estate.

Judgment of the Appellate Division (33 Ont. L.R. 602) affirmed.

Dewart, K.C., for appellant, *M. J. Singer*. *Cowan, K.C.*, and *Rose, K.C.*, for the other appellants. *Watson, K.C.*, for the respondent, *Annie Singer*.

Ont.] KOHLER v. THOROLD NATURAL GAS CO. [Feb. 14.
Contract — Construction — Conditions — Mutual performance — Damages.

In a contract for the sale and delivery of gas, if the vendor, not being in default, is prevented, by the wrongful act of the purchaser, from fulfilling his obligation to deliver, he is entitled to the compensation he would have received but for such wrongful act.

Appeal allowed with costs.

Tilley, K.C., and *W. T. Henderson, K.C.*, for appellants.
Collier, K.C., for respondents.

Exch.] PAULSON v. THE KING AND THE INTERNATIONAL COAL AND COKE CO. [Dec. 29, 1915.

Dominion lands—Lease of mining areas—Dominion Lands Act, s. 47—Statutory regulations—Conditions of lease—Defeasance—Notice—Cancellation on default—Forfeiture of rights.