

E. 879; Carruthers v. Hollis, 8 A. & E. 113. This will answer the suggestion that it was improper to remove these goods to and leave them at a place at which they might be tampered with by others.

The case of Rea v. Steward, 2 M. & W. 424, shews that the defendants were justified in going upon the premises of the plaintiff with the goods. At p. 426 the learned Judge cites Viner Abr., Trespass, pl. 17 (1, a), and Rolle Abr., Trespass, 1 pl. 17, p. 566; and decides, following these, that one is justified in taking from his close the goods of another and in taking them to and leaving them upon the premises of that other.

Pratt v. Pratt, 2 Ex. 413, Drewell v. Towler, 3 B. & Ad. 735, Melling v. Leak, 16 C.B. 652, among other cases, may also be looked at.

I think the action should be dismissed with costs.

MIDDLETON, J.

OCTOBER 20TH, 1911.

# RE SAWDON.

*Will—Construction—Life Insurance Policy Payable to “Heirs according to Will”—Bequest of Residue to Nephews—Power of Appointment—Wills Act, sec. 30—Ontario Insurance Act, sec. 2, sub-sec. 36—Amendment by 7 Edw. VII. ch. 36, sec. 1—Moneys of Infants—Retention in Court—Costs.*

Motion by the executors of James Edgar Sawdon for an order declaring the construction of his will in relation to an insurance of \$500 in the Royal Templars of Temperance. The insurance moneys had been paid into Court by the society.

W. E. Raney, K.C., for the executors.

W. S. Ormiston, for the next of kin.

J. R. Meredith, for the infants.

MIDDLETON, J.:—By policy of the 18th May, 1909, the society agreed to pay \$500 to “heirs according to will or such other person as the said member may hereafter legally designate.”

The member, an unmarried man, whose father and mother are both dead, by will dated the 30th October, 1909, after some small legacies, gave “to my nephews Samuel Sawdon-Smokum