

Court, by reason of the release (exhibit 20) which she gave to the executors, wherein she granted to them all her estate, right, title, or interest, whether by way of dower or otherwise, in the said lands. As regards that branch of her case in which she attacked the adjudication by the Surrogate Court Judge of the claim of the defendant Tackaberry against the estate, it was to be observed, in the first place, that she was represented by counsel when the learned Judge assumed to hear and determine the matter. His order or judgment stood unappealed from, and it was a purely academic question. Even if the contention of the plaintiff should prevail, the unpaid claims of the creditors of the estate would more than absorb the whole amount available for the distribution; and the plaintiff, accordingly, had personally no interest in the action. No authority had been cited to the effect that the merely sentimental interest which the plaintiff might have in her late husband's creditors getting as much as possible out of the estate, would form a basis or foundation for this action. The plaintiff, therefore, failed as to both grounds of her action. The transaction which she impeached with reference to the real estate was a most improper one. The Chief Justice did not find specially that it was a fraudulent one, but it bore many of the ear-marks of fraud. The action should be dismissed, but, in all the circumstances, without costs. H. D. Smith and J. A. McNevin, for the plaintiff. O. L. Lewis, K.C., for the defendant Tackaberry. S. B. Arnold, for the defendant Russell.

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KENNEDY V. KENNEDY—BRITTON, J., IN CHAMBERS—MAY 27.

*Lis Pendens*—*Motion to Vacate Registry of—Speedy Trial of Action—Terms.*]—Appeal by the defendant from the order of the Master in Chambers, ante 1336, refusing an application by the defendant to discharge the registry of a certificate of *lis pendens* as to part of the lands affected, and to expedite the trial. BRITTON, J., dismissed the appeal with costs. A. McLean Macdonell, K.C., for the defendant. E. D. Armour, K.C., for the plaintiff.

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SAUERMANN V. E.M.F. Co.—MIDDLETON, J.—MAY 28.

*Contract—Construction—Sale of Automobile—Refund of Price—Return of Vehicle Put in as Part of Price.*]—On the settlement of the judgment pronounced on the 14th April, 1913 (ante 1137), a question was raised as to the amount to be recovered; and counsel spoke to the minutes before MIDDLETON, J.,