

Clearly, the scheme of the testator contemplated the son outliving him; and for that reason he directed that the \$5,000 which he was ready to set apart should be reduced by an amount obtained by multiplying the number of years transpiring between the date of his will and the date of his death by \$400, in the expectation that this amount would be used in the meantime for the son's maintenance; but the difficulty is that he has only given the \$5,000, less this sum, in this case rightly \$800; and I should be adding to his will if I introduced a clause providing that the abatement stipulated for should not apply if the sum was not used for the purpose of maintenance.

In the result, I think the son's widow takes, rightly speaking, \$4,200. A more accurate computation may be made if the parties so desire.

The costs of all parties will come out of the estate.

KELLY, J.

OCTOBER 20TH, 1914.

CHESLEY FURNITURE CO. LIMITED v. KRUG.

Principal and Surety—Guaranty—Debt to Bank Paid by Guarantor—Assignment of Securities Held by Bank—Effect of Assignment—Bank Act, R.S.C. 1906 ch. 29, sec. 88—Right of Surety to Possession of Principal's Premises and to Carry on Business—Interim Injunction—Terms.

Motion by the plaintiffs for an interim injunction restraining the defendants from interfering with the plaintiffs' possession of factory premises and goods in the town of Chesley.

G. H. Kilmer, K.C., for the plaintiffs.

W. N. Tilley, for the defendants.

KELLY, J.:—As appears from the affidavit of their secretary-treasurer and manager, the plaintiffs, in the early part of September, 1914, were indebted to the extent of over \$34,000 in respect of advances made to them by the Bank of Hamilton, the indebtedness having been guaranteed to the bank by the defendant Krug and one Ankermann. The plaintiffs also gave the bank security under sec. 88 of the Bank Act, R.S.C. 1906 ch. 29, and by collateral agreements given at the same time. The defendant Krug says that on the 8th September, 1914, he paid the bank \$34,711.97