

V. C. S. ESO V. TATAM.

Will—Administration—Locke Kings Act—17 and 18 Vic. c. 113.

Gift of personal estate "subject to the payment of my debts, funeral and testamentary expenses."

Held, sufficient indication of testator's intention to exonerate his realty from a mortgage debt.

L. C. WETHERELL V. WETHERELL.

Will—Construction—Vested interests—Great grand children—Residuary.

A testator bequeathed the annual interest only of the residue of his property, of whatever kind, in as many equal parts as might be children of W, share and share alike as each of the said children came of age. And in case any one of the said children should die without any children, then and in that case, his or her share of the said annual interest, should devolve to the surviving children, share and share alike. And so on successively, until the whole amount of the said interest of the said residue should come into the hands of the grandchildren and great grandchildren of W.

Held, that the children of W. took vested life interests subject to the gift over to the survivors, in case of the death of any of them without children; and that the gift to the grandchildren and great grandchildren was not void for remoteness, but was a valid and effectual gift of the corpus.

V. C. S. GIBBS V. DANIEL.

Purchase from client—Pressure—Undervalue—Temporary depreciation.

A purchase of mortgaged property by the solicitor of the mortgagor, being also the solicitor of the mortgagee at a time of temporary depreciation of the property, without any instructions from the mortgagee, or any purpose of apparent benefit to him can scarcely be a valid transaction.

Where a purchase by a solicitor from his client is defended on the ground of the intervention of other professional assistance, it must be shown that the new adviser had a proper opportunity of discharging his duty. If it appears that the purchaser from his late client is aware, or takes any advantage, of a neglect of duty on the part of the new adviser, but especially if he withholds or suppresses any information of importance, the transaction is vitiated.

L. J. BENTLEY V. MACKAY.

Deed—Rectification—Lapse of time.

Where a deed of family arrangement has been acted upon for thirteen years, and no fraud is imputed, the Court will not set aside or alter such deed on the mere allegation by some of the parties to it that its provisions did not carry out their intentions.

V. C. R. BANKS V. BRAITHWAITE.

Will—Construction—Gift of income of fund—Annuity, perpetual or for life—Cesser on death or alienation.

A testator gave his residuary personal estate to trustees, upon trust, to invest £10,000 in consols, and to retain so much thereof as would realize the clear yearly income of £150, and to pay the dividends to H. until he should become a bankrupt, or his interest should by assignment, charge, or any other means whatsoever, become vested in any other person, in which case the trust for his benefit was to cease; and, subject to the aforesaid trust, the sum of £10,000 was to become part of the residue. H. died without becoming bankrupt or assigning his interest.

Held, that the gift of income to H. was not perpetual, but ceased with his life.

L. C. GILBERT V. LEWIS.

Demurrer to part of bill—Suit against bankrupt—Solicitor—Fraud—Parties—Devise to A for her sole use and benefit.

On a demurrer extending to part only of a bill, a defence founded on the plaintiff's incapacity to sue, cannot be raised. A bankrupt solicitor is not a necessary party to a suit for setting aside a deed

alleged to have been fraudulently obtained by him for his own benefit before his bankruptcy.

A demurrer by a bankrupt solicitor to a part only of a bill, filed in such a suit against him and his assignees, alleging fraud on his part, without sufficiently stating in what it consisted, and seeking discovery from him, merely as incidental to the relief prayed, allowed.

Seemle, a devise to a testator's widow, "for her sole use and benefit," without the intervention of trustees, does not give her a separate estate.

M. R. STEEL V. COBB.

Practice—Incapacity of defendant from age and illness—Appointment of guardian.

When a defendant to a suit, not required to put in an answer, was a person of great age, and had been afflicted with a paralytic stroke, and was incapable of giving a continuous attention to business, but whose health was not absolutely destroyed, the court declined to appoint a guardian to act for him in the suit; but the Court insinuated that if, in the course of the cause, it became necessary to obtain his consent to an arrangement or compromise, it might be necessary to appoint a guardian.

L. C. FABRANT V. BLANCHFORD.

Trustee—Breach of trust—Acquiescence by cestui que trust—Release.

A trustee, who had committed a breach of trust in allowing his co-trustee (the father of the *cestui que trust*) to deal with the trust fund, received from the *cestui que trust* a memorandum releasing him from all liability in respect of the breach of trust, which release was given at the father's request. After his father's death, and ten years after attaining his majority, he filed a bill to make the co-trustee liable in respect of the breach of trust.

Held, that the claim was barred by the acquiescence and release of the *cestui que trust*, and that the release was, under the circumstances, a valid discharge.

M. R. EDWARDS V. HARVEY.

Practice—Petition—Fund not dealt with for a long period—Payment to legal personal representative—Presence of persons beneficially entitled.

When a fund in court has not been dealt with for many years, the court will not order it to be paid out to the legal personal representatives of the claimants, but requires the persons beneficially interested in it to be brought before the court.

APPOINTMENTS TO OFFICE, & C.

NOTARIES PUBLIC.

DONALD McLENNAN, of Guelph, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada (Gazetted Dec. 12, 1863.)

J. H. H. DUMBLE, of Cobourg, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted Dec. 26, 1863.)

CHARLES H. MORGAN, of Stratford, Esquire, to be a Notary Public in Upper Canada. (Gazetted Dec. 26, 1863.)

CORONERS.

ALEXANDER STEWART, of the Village of Henarville, Esquire, M.D., Associate Coroner, County of Simcoe. (Gazetted Dec. 12, 1863.)

JOHN BURTON, of the Village of Brucefield, Esquire, M.D., Associate Coroner, United Counties of Huron and Bruce. (Gazetted Dec. 12, 1863.)

JOHN D. KELLOCK, of Perth, Esquire, M.D., Associate Coroner, Associate Coroner, United Counties of Lanark and Renfrew. (Gazetted Dec. 26, 1863.)

SOLOMON W. DAVISON, of the Village of Newcastle, Esquire, M.D., Associate Coroner, United Counties of Northumberland and Durham. (Gazetted Dec. 26, 1863.)

JOHN KELLY, of Sault Sainte Marie, Esquire, M.D., Associate Coroner, Judicial District of Algoma. (Gazetted Dec. 26, 1863.)

TO CORRESPONDENTS.

"B. B."—Under "Division Courts."

"W. B."— "A JURIST OF THE PLACE"— "A BARRISTER"— "L. E."— Under "General Correspondence."