

between the deceased and David Gordon on the 24th September, 1918. The validity of the will and the agreement were questioned. The issues were tried without a jury at Parry Sound. KELLY, J., in a written judgment, said that McRae was over 80 years old at the time of his death. The will was executed on the 11th September, 1918. The deceased was the owner of certain lands in the township of Mackenzie. By the will he purported to devise to Addie Hanson lots 20 and 21 in the 2nd concession and to Felix Payette lot 19 in the 2nd and lot 19 in the 3rd concession. The testator by the will made no other specific devises or bequests and gave no directions except a direction for payment of debts and funeral and testamentary expenses, and it contained no residuary devise or bequest; but it purported to revoke all former wills. One Crisp, who drew the will, was named as executor. He applied for probate. His application was opposed by Maggie McRae, his daughter, and other persons. The agreement with Gordon was made nearly two weeks after the will was made. By it Gordon was to board and care for McRae for the rest of his life, and was to have a conveyance of lots 19 in the 2nd and 19 in the 3rd concession and certain chattels and furniture. The agreement was not well-drawn, but that appeared to be the purport of it. McRae lived only four days after the agreement was executed. Charges of want of capacity on the part of the testator and of fraud and undue influence on the part of the beneficiaries under the will and of Gordon were made; but, in the opinion of the learned Judge, they were not established; and he upheld the validity both of the will and of the agreement. He directed that the costs of the executor and of Addie Hanson should be paid by Ellen Taylor, Marguerita Bottrell, and R. Reece Hall (the latter to be liable for costs only down to the delivery of the issues). To the extent to which the executor's costs are not so recoverable, they are to be paid, as between solicitor and client, out of the estate. No costs to or against Maggie McRae and David Gordon.

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ANDERSON V. NOWOSIELSKI—SUTHERLAND, J.—JULY 24.

*Assignments and Preferences—Action by Assignee for Benefit of Creditors of Insolvent to Set aside Mortgage to Creditor Made by Insolvent—Evidence—Preference—Chattel Property Transferred to Creditor—Claim of Creditor against Estate—Account—Costs.]—* Action by the assignee for the benefit of creditors of the defendant William Nowosielski to have a mortgage made by that defendant to the defendant Lavoie declared to be fraudulent and void as against the creditors, and also for an account of property received by L. from N., and for a declaration that L. was not entitled to rank as