

RE WALTON AND BAILEY—MEREDITH, C.J.C.P.—DEC. 16.

Will—Executors—Power to Sell Lands—Limitation of Time—Directory Provision—Concurrence of Residuary Devisees—Title—Vendor and Purchaser.—Application by the vendors, under the Vendors and Purchasers Act, in respect of objections by the purchaser to the vendors' title. The vendors claimed title through a conveyance from the executors of the will of John Dempster, deceased, to Margaret Shields, dated the 12th December, 1904, of the land which the vendors had sold to the purchaser, and which formed part of the testator's residuary estate. John Dempster died on the 15th July, 1902, and by the 9th paragraph of his will provided: "All the rest and residue of my estate, both real and personal, I hereby direct my said executors and executrices and give them full power and authority to sell, and absolutely dispose of the same, within two years after my decease, and to make and deliver deeds, conveyances, and other assurances of the same to the purchaser or purchasers thereof, and the proceeds thereof I give and bequeath in equal shares to my eight children," naming them, Margaret Shields being one. The purchaser objected to the title on the ground that the executors had no power to sell after the expiration of two years from the testator's death. The Chief Justice said that since the argument it had been ascertained that the question raised was determined by Britton, J., on a similar motion in *Re Gardner and Hutson*, adversely to the contention of the purchaser, and that it was, by an order dated the 10th February, 1908, declared "that the limitation as to sale by the executors within two years of" (the lands in question there) "contained in the will of John Dempster . . . was merely directory, and that the receipt by the residuary devisees of the proceeds of the sale of the said lands may be taken as concurrence by them in the sale of the said lands by the executors of the said John Dempster." Following that decision, the purchaser's objection was overruled; no order as to costs. W. A. McMaster, for the vendors. J. Douglas, for the purchaser.

GUNN V. MILLER—DIVISIONAL COURT.—DEC. 16.

Sale of Goods—Action for Price—Counterclaim—Interest.—Appeal by the plaintiff from the judgment of MORGAN, Junior Judge of the County Court of York, in an action in that Court, brought to recover \$160.41, the balance alleged to be due upon