

FIRST DIVISIONAL COURT.

MAY 9TH, 1919.

## JANISSE v. CURRY.

*Trusts and Trustees—Disposition of Fund in Court Representing Surplus Proceeds of Mortgage Sale—Account—Settlement—Rights of Wife and Children of Settlor—Declaration—Costs.*

Appeal by the defendant Charles A. Janisse from the judgment of MIDDLETON, J., 15 O.W.N. 301.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, JJ.A.

H. L. Barnes, for the appellant.

R. L. Brackin, for the plaintiff, respondent.

THE COURT varied the judgment: by striking out the declaration as to the right of the plaintiff to the fund in Court; by directing payment to the plaintiff of the amount of the instalments to which she was entitled since 1908, with interest at 5 per cent. per annum; and by directing that the residue of the fund remain in Court, subject to further order. The judgment is to contain a declaration in the terms of the memorandum of the 10th June, 1907; but there is to be no declaration as to the rights of the parties to the residue of the fund after these trusts cease. Costs of the Official Guardian to be paid out of the fund. No other costs.

## HIGH COURT DIVISION.

CLUTE, J.

MAY 7TH, 1919.

## \*McPHERSON v. GILES.

*Landlord and Tenant—Lease of Farm—Action by Landlord for Breaches of Covenants—Failure of Claims for Want of Repair and Bad Husbandry—Claim for Breach of Covenant “not to Cut down Timber”—Expansion by Short Forms of Leases Act, R.S.O. 1914 ch. 116, sched. B., col. 2—Exception—“Firewood”—Deliberate Destruction of Sugar Bush—Depreciation of Value of Reversion—Damages—Forfeiture—Relief against—Landlord and Tenant Act, R.S.O. 1914 ch. 155, sec. 20—Terms—Right of Renewal of Lease—Injunction—Judicature Act, sec. 17—Costs.*

Action by landlord against tenant for damages for breach of covenants in a lease.