

There has been realized out of the personal estate and a part of the real estate \$18,425, and, after payment of the legacy of \$5,000 to the widow, there was in the hands of the executrices \$13,425, which, it is admitted, has been divided amongst the legatees other than the applicant.

The affidavits shew that the executrices have endeavoured to sell the remaining parcels of the real estate. The hotel property, which was valued at \$22,000, had, it is said, been in occupation of a succession of undesirable tenants, and on the death of the testator, the tenant who was then in possession, having chattel-mortgaged the furniture, etc., left the province. As a consequence, the property had as an hotel been considerably diminished in value, and, it is stated, could not then have been sold at more than half the sum at which it had been valued. The executrices on 1st February, 1903, leased it to one Gray for 5 years, and through his management it is getting back the good reputation it at one time enjoyed.

The 15 acres of land valued at \$4,000 is useful only for a quarry, and difficult to sell; and if sold is not likely to realize more than \$2,000.

While it is most desirable that the hotel property should be sold without unnecessary delay, it is apparent, from what is disclosed on the material before me, that the executrices have done all they were called upon to do, and they could not have sold the hotel unless at such a sacrifice as would be most detrimental, if not ruinous, to the estate.

Assuming that the estate, when it is got in, will realize \$35,000, then each of the 7 shares would represent \$5,000; and on this assumption the applicant would when the rest of the estate has been realized, be entitled to \$1,600.

As the executrices have received \$13,425 for division, they should pay the applicant \$500 on his share. At present there is not a case made for administration by the Court, and, on payment of the above sum, the motion will be dismissed without costs.

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HODGINS, MASTER IN ORDINARY.      JANUARY 26TH, 1905.  
MASTER'S OFFICE.

RE BOSTON WOOD RIM CO.

*Company—Winding-up—Lien of former Solicitor on Documents—Delivery to Liquidator “without Prejudice”—Payment for Services—Preference over Ordinary Creditors.*

Upon a reference for the winding-up of a company the former solicitors for the company asserted a lien upon books