

cluding in these six months the days of the making of the assurance and of the death."

That section refers to the case of a deed, as the "assurance" there referred to is required to be made "for full and valuable consideration," which cannot have any application to a will.

Section 4 of ch. 112, R. S. O., as to devises of land by will for charitable uses, therefore remains untouched, and a devise under that section in favour of a charity would be good if made on the very day of the testator's death.

There will be a declaration that, according to the true construction of the will and codicil, the trusts created and the beneficiaries named in the will and codicil are sufficiently defined and designated; and that the devise by the testator of his real estate and the bequest of his personal estate by the said will are valid.

The costs of all parties will be paid out of the estate, those of the executors as between solicitor and client.

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MEREDITH, C.J.

OCTOBER 22ND, 1903.

WEEKLY COURT.

BOULTON v. BOULTON.

*Indemnity—Enforcement of Mortgage—Judgment—Damages—Expenses—Loss by Sale of Goods by Sheriff—Costs—Travelling Expenses—Interpleader Order—Approximate Consequences of Acts.*

Appeal by defendants from report of local Master at Belleville upon a reference to take an account of the loss, costs, and damages sustained by plaintiff because of a certain mortgage called the Biggar mortgage. This mortgage, though paid off by the defendant Paul A. Boulton, had been assigned by the mortgagees to the defendant Hiram A. Boulton, who claimed to be entitled beneficially, and who at the time the action was begun was endeavouring to enforce the mortgage against the plaintiff and her property.

The action was brought to restrain proceedings on a judgment recovered on the Biggar mortgage, for a declaration that that mortgage was, as against plaintiff, paid off and satis-