PARTIES—JOINDER OF PLAINTIFFS—JOINT AND SEPARATE CAUSES OF ACTION—PRACTICE—RULE 123—(ONT. RULE 185).

Oxford and Cambridge v. *Gill* (1899) 1 Ch. 55, was an action in which the Universities of Oxford and Cambridge were joint plaintiffs. The object of the action was to restrain the defendants, who were publishers of educational works, from publishing and selling books bearing the titles, "The Oxford and Cambridge Publications," or "The Oxford and Cambridge Edition," so as to lead to the belief that the publications of the defendants were publications of the plaintiffs, or either of them, or issued from their presses. The defendants moved to strike out the statement of claim on the ground that the plaintiffs could not join as plaintiffs, but that each of the plaintiff's cause of action was separate and distinct, and could not be joined within Rule 123 as amended in 1896; but Stirling, J., held that each plaintiff's cause of action arose out of the same transaction or series of transactions, and that they could properly join as plaintiffs in the same action, and he therefore dismissed the defendants' application. He was also of opinion that both causes of action could be properly tried together, and that there was no ground for acting under Rule 195 (Ont. Rule 237) by ordering the action to be confined to one of the causes of action.

RESTRAINT OF MARRIAGE—WILL—CONDITION—MARRIAGE WITH CONSENT.

In re Nourse, Hampton v. *Nourse* (1899) 1 Ch. 631, discusses the validity of a condition attached to a bequest contained in a will. The testator bequeathed to his son during his life an annuity of £2,000, "and if he shall have married in my lifetime with my previous consent in writing, or, after my death, with the previous consent in writing of the trustees for the time being of my said will," he gave to his son a further annuity of £1,000. The son, being unmarried, made a summary application for a declaration that the above condition as to consent was inoperative, he claiming that it was a mere condition in terrorem, and in restraint of marriage, and therefore void; but Stirling, J., although conceding the general rule to be, that a gift of personalty on marriage with consent would take effect though the marriage took place without consent, was yet of opinion that an exception to that rule had been established by the cases where the condition was annexed, as in the present case, to an additional gift in the event of marriage, and that the condition in question was therefore a good condition precedent, and the gift would not take effect unless the condition was complied with.