which evidence was admitted, was the date from which the term was to commence. We may observe that in this case a question was raised whether there was any valid contract, and the court declared that there was; but by R.S.O., c. 112, s. 3, it is only questions not affecting the existence or the validity of the contract which the court has any jurisdiction to determine under the Act, the intention apparently being that where disputes exist as to the validity or existence of the contract, they must be determined in the usual way by action.

WILL—CONSTRUCTION—ESTATE—JOINT TENANCY—TENANCY IN COMMON—LAPSE.

In re Atkinson, Wilson v. *Atkinson* (1892), 3 Ch. 52, was an action for the construction of a will. The testator gave his residuary real and personal estate to trustees in trust for his nephews, John, Thomas, and Garvin, and for their respective heirs, executors, administrators, and assigns. John predeceased the testator, and Garvin had died after the testator, an infant and unmarried. The problem for the court was what estate John, Thomas, and Garvin took, and whether John's share had lapsed or not. North, J., following *Ex parte Tanner*, 20 Beav. 374, and *Doe* v. *Green*, 4 M. & W. 229, decided that the nephews were joint tenants for their lives and the lives of the survivors and survivor of them, with several remainders to them as tenants in common; that Thomas was entitled to the income of the whole for his life, and that John's share in remainder had lapsed, and devolved as on an intestacy. Under R.S.O., c. 108, s. 20, it would seem probable that such a bequest would, in Ontario, be construed as creating a tenancy in common.

TRUSTEE—VESTING ORDER—PERSONAL REPRESENTATIVE OUT OF JURISDICTION—TRUSTEE ACT, 1850, SS. 24, 25.

In re Trubee's Trusts (1892), 3 Ch. 55, North, J., made a vesting order under the Trustee Act, 1850, vesting certain stock, standing in the name of a deceased person, in his executor, who had proved the will in Scotland, but not in England.

EXECUTOR—STATUTE OF LIMITATIONS, RIGHT OF RESIDUARY LEGATEE TO REQUIRE EXECUTOR TO PLEAD.

In re Wenham, Hunt v. *Wenham* (1892), 3 Ch. 59, was a summary application by an executor by way of originating summons, for the purpose of obtaining an adjudication as to whether or not the estate was liable to one of the defendants, who claimed to be a creditor. The other defendant was the residuary legatee, and claimed that the debt was barred by the Statute of Limitations, but the executors (unless so directed by the court) declined to set up the statute. North, J., held that the parties must be treated as though, under the former practice, an administration decree had been made, and that consequently the residuary legatee was entitled to insist on the statute being set up as a defence to the claim.

POWER TO BE EXERCISED BY REFERENCE TO SUBJECT-MATTER—POLICY OF LIFE ASSURANCE—EXERCISE OF POWER.

In re Davies, Davies v. *Davies* (1892), 3 Ch. 63, a testator had effected a policy of life assurance with a society the rules of which provided, among other things, that the assured might nominate any person to receive the sum assured, and