

Estate.] in 1891, grandson incurred a liability to give a remainder of personalty to dispose of her will, hereby ment of mid lands.

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reated as all per- Develu- k. O. ch. s, includ- upon the vere first acy; the heirs-at- v. *Suppe*

e Tail— of *Inten- of Rule.*] clause of ds as fol- for the full from and ful issue old in fee such issue daughter a of her th of my he lawful to hold in t of such , then to and their

estator ad-

ded, "It is my intention that upon the decease of either of my said children without issue, if my other child be then dead, the issue of such latter child, if any, shall at once take the fee simple of the devise mentioned in the third clause of my will":—

Held, that James took an estate tail according to the rule in *Shelley's Case*, though probably against the real intention of the testator, and the later clause of the will could not be allowed to affect the interpretation of the third clause. *Evans v. King*, 404.

3. *Construction—Condition—Precedent—Formation of Partnership—Predecease of Intended Partner.*]

A testator by his will directed that "as soon as conveniently may be after my decease, a partnership be formed by my two sons * * in which partnership and firm my two sons shall be equal partners in every particular and sharing equally in the profits of the same. To the said firm so to be formed I give and bequeath as partnership assets, the building, etc." The testator then proceeded to give and bequeath to the said firm certain specific lands and personal property, and ultimately the whole of his residuary real and personal estate. After the death of one of his said sons, who predeceased him, he made some codicils to his will, in which he referred to the above portion of his will and revoked some of the bequests to the said firm, but otherwise ratified his will:—

Held, that the formation of the partnership as directed was a condi-

tion precedent to the vesting of the gifts and bequests above mentioned, and that as one of the two sons predeceased the testator there was an intestacy as to them. *McCallum v. Riddell*, 537.

WINDING-UP.

Company—Transfer of Shares for a Particular Purpose—Neglect to Re-transfer—Liability.]—See COMPANY, 2.

WORDS AND PHRASES.

"At Owner's Risk."—See BAILMENT, 1.

"Defendant."—See PROHIBITION, 2.

"Land."—See MUNICIPAL CORPORATIONS, 3.

"Owners," "Occupants."—See MUNICIPAL CORPORATIONS, 3.

"Prior Mortgage."—See MECHANICS' LIEN, 4.

"The Price to be Paid to the Contractor."—See MECHANICS' LIEN, 3.

WORKMEN'S COMPENSATION FOR INJURIES ACT.

Defect in the Condition of the Machinery.]—See MASTER AND SERVANT, 2.